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A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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COLUMBIA AND CALIFORNIA BARS
**MEMBER OF DISTRICT OF
COLUMBIA BAR
OTHERS MEMBERS OF CALIFORNIA BAR
*A PROFESSIONAL CORPORATION

September 27, 1985

Secretary of Interstate
Commerce Commission
Washington, D.C. 20423

Re: Railcar Purchase Agreement dated as
of the 23rd day of September, 1985
between North American Car Corporation,
Endasa, S.A. de C.V., Grupo Tiger, S.A.
and Meridian Trust Company

Dear Secretary:

We are the attorneys for North American Car
Corporation. Pursuant to 49 U.S.C. Section 11303 and the
Commission's rules and regulations thereunder, enclosed for
filing on behalf of North American Car Corporation are
counterparts of the following document:

Railcar Purchase Agreement dated as of September
23, 1985, by and among North American Car Corpora-
tion, Endasa, S.A. de C.V., Grupo Tiger, S.A. and
Meridian Trust Company

This document constitutes, among other things, a
mortgage of railcar equipment from Endasa, S.A. de C.V. to
North American Car Corporation.

The names and addresses of the pertinent parties
to the aforementioned Railcar Purchase Agreement are:

- Owner/Mortgagor: Endasa, S.A. de C.V.
Ejercito Nacional 579-1
Mexico 11520 D.F.
Mexico
Attn: Director General

14793

RECORDATION NO. Filed 1425

SEP 30 1985 -4 00 PM

INTERSTATE COMMERCE COMMISSION

Date

Fee

10.00

CS Washington, D.C.

Steven C. McWhorter
Director General

Secretary of Interstate
Commerce Commission
September 27, 1985
Page Two

2. Seller/Mortgagee: North American Car Corporation
33 West Monroe Street
Chicago, Illinois U.S.A. 60603
Attn: President

Please file and record the document referred to in this letter and index such document under the names of Owner/Mortgagor and the Seller/Mortgagee.

The Equipment subject to the Railcar Purchase Agreement is described in Schedules A-1 and A-2 thereto.

There is also enclosed a check for \$^{1 mst}70.00 payable to the Interstate Commerce Commission, representing the fee for recording the Railcar Purchase Agreement.

Please stamp all counterparts of the enclosed document with your official recording stamp. You will wish to retain one copy of the instrument for your files. It is requested that the remaining counterparts be delivered to the bearer of this letter.

Very truly yours,



Marybeth Triano
Manatt, Phelps, Rothenberg,
Tunney & Phillips

MT:bw

Enclosures

SEP 30 1985 -4 00 PM

RAILCAR PURCHASE AGREEMENT INTERSTATE COMMERCE COMMISSION

THIS RAILCAR PURCHASE AGREEMENT is made this 23rd day of September, 1985, by and among North American Car Corporation, a Delaware corporation and debtor-in-possession of the estate created by that certain bankruptcy petition No. LA 84-23401-BR filed in the United States Bankruptcy Court for the Central District of California (the "Bankruptcy Court") under Chapter 11 of Title 11 of the United States Code ("NAC"), Endasa, S.A. de C.V., a corporation formed under the laws of the United Mexican States ("Endasa"), Grupo Tiger, S.A., a corporation formed under the laws of the United Mexican States ("Grupo Tiger") as pledgor of its stock in Endasa to guarantee the obligations hereunder of Endasa, its subsidiary, and Meridian Trust Company, a trust company organized and existing under the laws of the State of Pennsylvania, not in its individual capacity but solely as Escrow Holder (as hereinafter defined).

R E C I T A L S

A. NAC is the owner of those certain railcars located in Mexico, all of which are more particularly described and itemized on Schedule A-1 hereto (the "Original Railcars"). NAC and Endasa agree to revise Schedule A-1 on the Closing Date to delete therefrom any railcars not being sold by NAC to Endasa and to adjust the Original Railcar Purchase Price (as hereinafter defined) on account of such deletions. Railcars deleted from Schedule A-1 on the Closing Date shall not be Original Railcars.

B. Endasa wishes to purchase the Original Railcars from NAC, and NAC, having obtained the approval of the Bankruptcy Court, agrees to sell the Original Railcars to Endasa on the terms and subject to the conditions set forth below.

C. NAC is the owner of those certain railcars located in Mexico, all of which are more particularly described and itemized on Schedule A-2 hereto (the "Supplemental Railcars").

D. Endasa wishes to purchase the Supplemental Railcars from NAC, and NAC, subject to obtaining approval of the Bankruptcy Court, agrees to sell the Supplemental Railcars to Endasa on the terms and subject to the conditions set forth below.

E. The Original Railcars and the Supplemental Railcars are collectively referred to herein as the "Railcars."

F. Grupo Tiger, in order to induce NAC to sell the Railcars, has agreed to pledge its stock of Endasa to guarantee Endasa's obligations hereunder and under the Promissory Notes (as hereinafter defined) and the Mortgage (as hereinafter defined).

G. Prior to or concurrently with the execution and delivery of this Agreement, NAC, among others, has entered into an Intercreditor and Escrow Agreement attached hereto as Exhibit A (the "Escrow Agreement") with certain of its creditors, Affiliates, creditors of those Affiliates and Meridian Trust Company as escrow holder (the "Escrow Holder") (collectively, the "Escrow Parties") pursuant to which, among other things, NAC has agreed to assign to the Escrow Holder (with the consent of Endasa and Grupo Tiger, which consent is hereby granted) the benefits of this Agreement and has further agreed to assign to the Escrow Holder (with the consent of Endasa and Grupo Tiger, which consent is hereby granted) (i) all money and other consideration payable under this Agreement by Endasa to NAC to be distributed in accordance with the Escrow Agreement and (ii) all security for the performance of the obligations contained in this Agreement to be held and administered for the benefit of the Escrow Parties as their interests may appear in the Escrow Agreement. The Escrow Holder shall also be assigned and receive, hold, distribute and administer for the benefit of the Escrow Parties to the extent their interests may appear in the Escrow Agreement all consideration and security received by NAC and/or its Affiliates pursuant to that certain Stock Purchase Agreement among Pegasus, Inc. ("Pegasus") and certain individuals listed on Schedule B hereto (collectively, the "Participating Mexican Shareholders" or the "PMS"), that certain Agreement for the Purchase and Assignment of Intercompany Obligations among Tiger Leasing Group, Inc. ("TLG"), National Equipment Rental, Ltd. ("NER"), Grupo Tiger and Railway Capital Funding, Limited ("Railway") (the "Intercompany Obligations Agreement"), that certain Reserve Agreement among TLG, NER, Endasa and Railway (the "Reserve Agreement") and that certain Accounts Receivable Agreement among TLG, NER, Railway and Tiger Arrendadora, S.A. de C.V. (the "Accounts Receivable Agreement"), each of even date herewith (collectively, the "Ancillary Agreements").

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants herein contained, the parties hereto agree as follows:

1. Definitions: As used in this Agreement, the following terms shall have the following meanings:

1.1 "Affiliate" means, with respect to any Person (the "Specified Person"), any Person other than the Specified Person directly or indirectly through one or more intermediaries controlling, controlled by or under direct or indirect common control with, the Specified Person and, without limiting the generality of the foregoing, includes (i) any director or officer of the Specified Person or of an Affiliate of the Specified Person, (ii) any such director's or officer's parent, spouse, child or child's spouse (a "relative"), (iii) any group, acting in concert, of one or more of such directors, officers, relatives or any combination thereof (a "group") and (iv) any Person controlled by any such director, officer, relative or group or in which any such director, officer, relative or group beneficially owns or holds 16% or more of any class of voting securities or a 16% or greater equity or profits interest, but, as to Endasa, shall not include NAC, TLG, NER, Pegasus, the Escrow Holder or any of the Escrow Parties, their successors or assigns. For the purposes of this definition, the term "control" when used with respect to any Specified Person means the possession, directly or indirectly, of power to direct or cause the direction of the management and policies of such Specified Person, whether through the ownership of voting securities or by contracts or otherwise.

1.2 "Bienes Inmuebles" means Bienes Inmuebles Tiger, S.A. de C.V., a subsidiary of Grupo Tiger organized and existing under the laws of the United Mexican States.

1.3 "Bienes Inmuebles Mortgage" means the mortgage executed by Bienes Inmuebles in favor of NAC and assigned (with the consent of Bienes Inmuebles) to the Escrow Holder, which mortgage shall be substantially in the form of Exhibit B hereto.

1.4 "Closing" means consummation of the transactions contemplated herein as to the Original Railcars, which will take place at the offices of Endasa, Ejercito Nacional 579-1, Mexico D.F., Mexico, on the Closing Date (as herein defined) at 10:00 a.m., or at such alternative time, date or place as is mutually acceptable to the parties.

1.5 "Closing Date" means September 23, 1985 or such alternative date as the Closing actually occurs.

1.6 "Financed Amount" means the Original Railcar Purchase Price (as defined in Section 2.1.1(a) hereof) plus, if the Supplemental Closing Date (as hereinafter defined) occurs, the original financed portion of the Supplemental Railcar Purchase Price (as defined in Section 2.1.1(b) hereof). If the Supplemental Closing Date does not occur, the Financed Amount shall be U.S.\$8,916,777 (less the sale

price of any railcar listed on Schedule A-1 that is not sold on the Closing Date); if the Supplemental Closing Date occurs, the Financed Amount shall be U.S.\$10,223,913.

1.7 "LIBOR" means, as to the Closing Date, and each Payment Date (as hereinafter defined) and each other date on which a determination of LIBOR is to be made (collectively, a "LIBOR Date"), the lowest London Interbank Offered Rate for 90 days or 3-month maturity on the Monday (or, if Monday is not a business day, the next business day) preceding the LIBOR Date, as quoted in The Wall Street Journal on the Tuesday (or next business day, if applicable) preceeding such LIBOR Date.

1.8 "Mortgage" means that certain mortgage of the Railcars by Endasa as mortgagor to NAC as mortgagee to secure the Promissory Notes (as hereinafter defined) and certain other obligations of Endasa to NAC, including, without limitation, Endasa's obligations hereunder, which Mortgage is to be (i) assigned to the Escrow Holder for the benefit of the Escrow Parties as their interests may appear in the Escrow Agreement, (ii) substantially in the form attached hereto as Exhibit C, (iii) recorded in the Registro Publico de la Propriedad del Distrito Federal, and (iv) (with any modifications in form required by law) recorded with the United States Interstate Commerce Commission (the "ICC"). The mortgage to be filed with the ICC is sometimes referred to herein as the "ICC Mortgage," but the term "Mortgage" includes the ICC Mortgage unless the context otherwise requires.

1.9 "Original Promissory Notes" means those forty (40) promissory notes each in substantially the form attached as Exhibit D hereto to be executed by Endasa in favor of NAC as full consideration for the Original Railcars, each of which shall be assigned to the Escrow Holder and shall be secured by (i) the Stock Pledge, (ii) the Mortgage and (iii) the Bienes Inmuebles Mortgage.

1.10 "Payment Date" means each date on which an installment of the unpaid balance of and interest on the Financed Amount shall be due and payable by Endasa to the Escrow Holder.

1.11 "Person" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

1.12 "Promissory Notes" means the Original Promissory Notes, the Supplemental Promissory Notes and the Additional Notes (if any).

1.13 "Stock Pledge" means that certain Pledge Agreement substantially in the form attached hereto as Exhibit E.

1.14 "Supplemental Closing" means consummation of the transactions contemplated herein as to the Supplemental Railcars, which will take place at the same location as the Closing on the Supplemental Closing Date (as hereinafter defined) at 10:00 a.m., or at such alternative date, time or place as is mutually acceptable to the parties.

1.15 "Supplemental Closing Date" means the date the Supplemental Railcars are sold by NAC to Endasa, which shall be on a date mutually acceptable to the parties after the signing of an order by the Bankruptcy Court approving the sale of the Supplemental Railcars. The Supplemental Closing Date may be the same date as the Closing Date.

1.16 "Supplemental Promissory Notes" means those forty (40) promissory notes each in substantially the form attached hereto as Exhibit D to be executed by Endasa in favor of NAC as partial consideration for the Supplemental Railcars, each of which shall be secured by (i) the Stock Pledge, (ii) the Mortgage and (iii) the Bienes Inmuebles Mortgage. The Supplemental Promissory Notes will be executed only if the Supplemental Railcars are to be sold and transferred after the Closing Date. If the Supplemental Railcars are sold on the Closing Date together with the Original Railcars, the Supplemental Promissory Notes will not be executed. In such event, the aggregate principal of the Original Promissory Notes will be increased by the aggregate principal of the Supplemental Promissory Notes set forth in Sections 2.2.5(c) and 2.2.5(d), and the principal of each Original Promissory Note will be increased by an amount equal to the amount that would have been the principal of the Supplemental Promissory Note due on the same date if Supplemental Promissory Notes had been executed.

2. Purchase and Sale of the Railcars.

2.1 Matters Concerning the Railcars.

2.1.1 Railcars Being Purchased; Railcar Purchase Price; Allocation of Railcar Purchase Price.

2.1.1(a) Original Railcars. Subject to the terms and conditions hereafter set forth, on the Closing Date, NAC hereby agrees to bargain, deliver, sell, transfer, assign and convey to Endasa and by these presents does bargain, deliver, sell, transfer, assign and convey to Endasa on the Closing Date all right, title and interest in and to each Original Railcar. On the Closing Date, NAC shall accept and

Endasa shall tender and deliver to the Escrow Holder, as full payment for the Original Railcars, the sum of U.S. \$8,916,777 (subject to adjustment on account of deletion of railcars from Schedule A-1 on the Closing Date) (the "Original Railcar Purchase Price"), all of which shall be financed by Endasa's tender of the Original Promissory Notes to the Escrow Holder on the Closing Date. NAC shall deliver to Endasa an invoice and bill of sale for each of the Original Railcars in a form reasonably acceptable to Endasa's counsel. A portion of the Original Railcar Purchase Price shall be allocated to each Original Railcar in accordance with the amount set forth next to each Original Railcar on Schedule A-1 hereto.

2.1.1(b) Supplemental Railcars.

Subject to the terms and conditions hereafter set forth and expressly conditioned on NAC obtaining approval of the Bankruptcy Court, NAC hereby agrees to bargain, deliver, sell, transfer, assign and convey to Endasa on the Supplemental Closing Date the Supplemental Railcars listed on Schedule A-2 hereto. The purchase price of the Supplemental Railcars shall be U.S.\$1,536,000 (the "Supplemental Railcar Purchase Price"), of which U.S.\$228,864 shall be cash (the "Cash") and U.S.\$1,307,136 of which shall be financed by Endasa's tender to the Escrow Holder of the Supplemental Promissory Notes (or the Original Promissory Notes if they include the principal of the Supplemental Promissory Notes pursuant to Section 1.16 hereof). The Supplemental Railcar Purchase Price shall be allocated as follows: \$1,788 of Cash to each Supplemental Railcar and \$10,212 of the financed portion of the Supplemental Railcar Purchase Price to each Supplemental Railcar. On the Closing Date, Endasa shall deliver to the Escrow Holder the Cash and the Supplemental Promissory Notes (or the Original Promissory Notes if they include the principal of the Supplemental Promissory Notes as provided in Section 1.16 hereof), and NAC shall deliver to the Escrow Holder an invoice and bill of sale for each of the Supplemental Railcars in a form reasonably acceptable to Endasa's counsel. If the Supplemental Closing does not occur simultaneously with the Closing, the Escrow Holder shall hold the Cash, Supplemental Promissory Notes, invoice and bill of sale for the Supplemental Railcars, all payments received on the Supplemental Promissory Notes and all interest earned on the Cash or payments received on the Supplemental Promissory Notes until the Supplemental Closing Date. On the Supplemental Closing Date (if different from the Closing Date), the Escrow Holder shall distribute the Cash, Supplemental Promissory Note payments (if any) and accrued interest on the foregoing (if any) in accordance with §3.03(b) and Schedule 3.03(b) of the Escrow Agreement, shall hold the Supplemental Promissory Notes in accordance with Section 2.02(c) of the Escrow Agreement and shall transfer the

invoice and bill of sale for the Supplemental Railcars to Endasa. The sale of the Supplemental Railcars will be deemed to have occurred on the Closing Date regardless of when the Supplemental Closing Date occurs; provided, however, that if the Supplemental Closing shall not have occurred on or before January 31, 1986, the Escrow Holder shall, upon the written request of either NAC or Endasa, (i) terminate the escrow of the Cash, the Supplemental Promissory Notes, payments on the Supplemental Promissory Notes and accrued interest on the foregoing; (ii) deduct therefrom rental payments in respect of the Supplemental Railcars at a monthly rental of U.S.\$125 per car per month; (iii) return the remaining Cash, Supplemental Promissory Notes, Supplemental Promissory Note payments and accrued interest on the foregoing to Endasa; and (iv) return the invoice and bill of sale for the Supplemental Railcars to NAC. If the Supplemental Closing Date does not occur, Endasa and NAC shall enter into a lease for each Supplemental Railcar which, as to each such lease, shall (i) be effective as of July 1, 1985; (ii) provide for a rental rate of U.S.\$125.00 per month per Supplemental Railcar; (iii) shall be for a term equal to the longer of one year or the term (without renewals) of any sublease of such Supplemental Railcar from Endasa to a third party; and (iv) shall contain such other standard provisions as NAC shall reasonably request.

2.1.1(c) Railcars Free From Liens.

On the Closing Date, each Original Railcar (and on the Supplemental Closing Date, each Supplemental Railcar) shall be free and clear of any and all liens, encumbrances, mortgages, pledges, charges, equities, claims, covenants, conditions and restrictions other than (i) the Mortgage; (ii) any rights of Endasa and the Escrow Holder hereunder and of the Escrow Parties under the Escrow Agreement; and (iii) any presently existing leases of the Railcars (or any of them) assumed by Endasa as lessor on the Closing Date.

2.1.2 Cancellation of Leases. NAC and Endasa agree that, on and as of the Closing Date, all leases of the Original Railcars, and, on and as of the Supplemental Closing Date, all leases of the Supplemental Railcars, or any of them, by NAC to Endasa are cancelled, terminated and of no further force and effect as of July 1, 1985. Subject to 2.1.1.(b) hereof the leases from NAC to Endasa of any unsold railcars (including the Supplemental Railcars until the Supplemental Closing Date) shall continue after the Closing Date pursuant to their present terms and conditions; such continuing leases are itemized on Schedule C hereto.

2.1.3 Transfer of Reporting Marks.

NAC will use its best efforts to cause to be transferred to Endasa on or after the Closing Date the reporting marks TRSX, VENX and CTCX, but a failure to effect such transfer shall not be deemed a breach of this Agreement.

2.1.4 Accrued Rentals Due On Closing Date. On the Closing Date, Endasa shall pay to NAC all rentals accrued but unpaid as of June 30, 1985 on all railcars (including, without limitation, the Railcars) leased by NAC to Endasa as of June 30, 1985.

2.2 Financed Amount; Interest Rate; Promissory Notes. Endasa hereby covenants and agrees to pay the Financed Amount in accordance with the terms hereof. The Financed Amount shall be paid in forty (40) consecutive quarterly installments as specified herein. The first such installment shall be due on September 30, 1985 (a "Payment Date") and one installment shall be due on each following December 30, March 30, June 30 and September 30 (each a Payment Date) until paid in full.

2.2.1 Interest Rate. The entire unpaid Financed Amount outstanding at any time shall bear interest during the term hereof on the basis of a 365-day year from July 1, 1985 until paid in full. For the purpose of calculating interest accrued, the entire Financed Amount shall be treated as if outstanding on July 1, 1985. The interest rate will be determined quarterly. Quarters shall be deemed to be July 1 through September 30, October 1 through December 30, January 1 through March 30 and April 1 through June 30 of each year. During each of the first twenty (20) quarters, the unpaid balance of the Financed Amount shall bear interest from the last day of the preceeding quarter through and including the last day of the applicable quarter (and in the case of the first quarter, from July 1, 1985 through September 30, 1985) at LIBOR (determined on a LIBOR Date that is the last day of the applicable quarter) plus one hundred basis points. During each of the second twenty (20) quarters and until paid in full, the unpaid balance of the Financed Amount shall bear interest from the last day of the preceeding quarter through and including the last day of the applicable quarter at rates determined as follows: If each of the preceding twenty (20) installments of the Financed Amount have been paid within ten (10) days of the applicable Payment Date, at LIBOR (determined on a LIBOR Date that is the last day of the applicable quarter); if not all preceding twenty (20) installments of the Financed Amount were paid within ten (10) days of the applicable Payment Date but five (5) or fewer of the preceding twenty (20) installments of the Financed Amount were paid more than ten

(10) days after the applicable Payment Date, at LIBOR (determined on a LIBOR Date that is the last day of the applicable quarter) + one hundred basis points; if six (6) or more of the preceding twenty (20) installments of the Financed Amount were paid more than ten (10) days after the applicable Payment Date, at LIBOR (determined on a LIBOR Date that is the last day of the applicable quarter) + two hundred basis points.

If the Supplemental Closing occurs, for purposes of calculating interest accrued, the portion of the Financed Amount attributable to the financed portion of the Supplemental Railcar Purchase Price shall be deemed to have been outstanding on July 1, 1985 and to have borne interest from July 1, 1985.

2.2.2 Payment of the Financed Amount.

2.2.2(a) Initial Payments. On each of the first twenty (20) Payment Dates, Endasa shall pay to the Escrow Holder U.S.\$442,306.92 (less any credit pursuant to Section 2.2.3(a) and Section 16 hereof), provided, however, that, as to any Payment Date after January 31, 1986, the Financed Amount shall not include the financed portion of the Supplemental Railcar Purchase Price if the escrow as to the Supplemental Railcar Purchase Price shall have been terminated prior to such Payment Date in accordance with Section 2.1.1(b) hereof, and provided, further, that if the outstanding balance of the Financed Amount is reduced on account of credits thereto pursuant to Section 2.2.3(b) hereof, the amount of each Initial Payment (as hereinafter defined) following the date of such credit shall be reduced by a fraction the numerator of which shall be the amount of the credit to the balance of the Financed Amount and the denominator of which shall be the outstanding balance of the Financed Amount. Each of the first twenty (20) quarterly payments is herein referred to as an "Initial Payment" and all of such first twenty (20) quarterly payments are collectively referred to as the "Initial Payments."

2.2.2(b) Allocation of Initial Payments Between Principal and Interest of the Financed Amount; Execution of Additional Notes. Each Initial Payment (including any credit thereto pursuant to Section 2.2.3(b) and Section 16 hereof) shall be allocated first to interest accrued on the unpaid balance of the Financed Amount outstanding during the period since the preceding Initial Payment up to and including the date on which the Initial Payment is made, and the remainder of such Initial Payment, if any, shall be applied to the unpaid balance of the Financed Amount. If and whenever any Initial Payment is

less than the interest accrued on the outstanding balance of the Financed Amount up to and including the date on which such Initial Payment is made, Endasa shall immediately execute and deliver to the Escrow Holder on the Payment Date a promissory note in favor of NAC (which shall be assigned to the Escrow Holder) substantially in the form attached hereto as Exhibit D. Such promissory note shall be in a principal amount equal to the difference between the interest accrued but not paid (or included in a previously executed Additional Note) on the unpaid balance of the Financed Amount up to and including the date on which such Initial Payment was made and the Initial Payment. Such additional note is herein referred to as an "Additional Note" in the singular and as the "Additional Notes" in the collective, but the term "Promissory Notes" shall include all such Additional Notes unless the context otherwise requires. The principal of and accrued interest on any Additional Notes shall be due and payable in full at the end of the fortieth quarter (in addition to the payment due at the end of the fortieth quarter pursuant to Section 2.2.2(d) hereof), and the unpaid principal of such Additional Notes(s) shall bear interest from the date the obligation to execute an Additional Note arose at LIBOR as of such date. All Additional Notes shall be secured by the Mortgage, the Stock Pledge and the Bienes Inmuebles Mortgage and shall be subject in all other respects to the terms of this Agreement.

2.2.2(c) Payments 21-40. Each of the second twenty payments of the unpaid balance of the Financed Amount shall equal that amount which (applying the level-debt-service amortization method on the applicable Payment Date and assuming that the interest rate applicable on that Payment Date will remain constant until the fortieth payment is made) would reduce the outstanding balance of the Financed Amount as of the applicable Payment Date and accrued interest thereon as of the end of the fortieth quarter to zero when the fortieth payment is made. The fortieth payment shall be the entire unpaid balance of the Financed Amount plus accrued but unpaid interest thereon, plus the principal of and all accrued interest on all Additional Notes (if any).

2.2.2(d) Allocation of Payments 21-40 Between Principal and Interest of the Financed Amount. Each of payments 21-40 of the unpaid balance of the Financed Amount shall be allocated first to interest accrued on the full unpaid balance of the Financed Amount during the period since the preceding payment was made up to and including the date on which such payment is made, and the balance of such payment shall be applied to reduce the unpaid balance of the Financed Amount.

2.2.3 Credits.

2.2.3(a) Mileage Compensation. If NAC receives from any Person mileage compensation after the Closing Date on account of the operation of the Railcars prior to the Closing Date, NAC shall notify Endasa within thirty (30) days of receipt of such mileage compensation. If NAC determines that Endasa is entitled to such pre-Closing Date mileage compensation, NAC shall transfer such mileage compensation (net of all fees and expenses incurred prior to the Closing Date on account of operation of the Railcars) to the Escrow Holder within sixty (60) days of NAC's receipt thereof. If, however, NAC receives from any Person mileage compensation after the Closing Date on account of the operation of the Railcars after the Closing Date by Endasa or any lessee of Endasa, NAC shall notify Endasa within thirty (30) days of receipt of such mileage compensation and shall transfer such mileage compensation (net of all fees and expenses incurred after the Closing Date on account of operation of the Railcars) to the Escrow Holder within sixty (60) days of NAC's receipt thereof. In each of the foregoing circumstances, NAC shall instruct the Escrow Holder to credit, and the Escrow Holder shall be deemed to have credited Endasa for any mileage compensation due to Endasa as of the date the Escrow Holder receives such instruction by applying the U.S. dollar amount thereof to reduce the amount of the next quarterly installment of the Financed Amount due from Endasa to the Escrow Holder. Any mileage compensation in excess of the next quarterly installment of the Financed Amount shall be credited against succeeding quarterly installments of the Financed Amount until exhausted.

2.2.3(b) Credits for Funds Received on Account of (i) Sale of the Bienes Inmuebles Property, (ii) Casualty Occurrences, (iii) Election Not to Modify Railcars, (iv) Assignment or Transfer of Railcars, (v) Redirection of Rentals and (vi) Sale of Collateral Upon Default. All funds received by the Escrow Holder pursuant to Sections 2.3.1, 7, 9, 10, 12 and 13 hereof shall be credited first to the interest accrued on the outstanding balance of the Financed Amount up to and including the date such funds are received by the Escrow Holder and, thereafter, to the outstanding balance of the Financed Amount and, thereafter, to the payment of the accrued interest and principal of the Additional Notes, if any.

2.2.4 Payment Instructions; Late Payments; Payment Moratorium on Account of Customs Levy or Seizure.

2.2.4(a) Payment to Escrow Holder.

Endasa shall pay each installment of the Financed Amount when due on the applicable Payment Date in immediately available funds to one or more accounts as directed by the Escrow Holder. In the event that the Mexican government at any time prohibits Endasa from making payments due hereunder to an account outside Mexico, Endasa agrees to establish with a financial institution in Mexico reasonably acceptable to the Escrow Holder an account for the sole benefit of the Escrow Holder and which can only be drawn on by the Escrow Holder. Endasa shall deposit in such account all sums due the Escrow Holder hereunder when such sums become due and payable hereunder. The account shall be an interest-bearing account that provides a rate of interest and/or investment of deposited funds in instruments in each case reasonably acceptable to the Escrow Holder. The Escrow Holder and NAC shall receive a monthly statement of account from the financial institution where such account is located. Endasa agrees to use its best efforts to obtain the permission of all necessary governmental authorities to permit the Escrow Holder to remove such funds from Mexico.

2.2.4(b) Late Payment.

Any installment of the Financed Amount that is due and payable but not paid within forty-five (45) days of the applicable Payment Date shall bear interest from the Payment Date preceding the Payment Date when the late payment was due at one hundred basis points over the interest rate determined as of the Payment Date when the payment was due. Notwithstanding the foregoing, should payment(s) of any installment of the Financed Amount be received or otherwise credited after the applicable Payment Date as a consequence of an error made in good faith by any bank responsible for effecting the payment or the credit or the transmittal thereof, such payment(s) will be considered to have been paid on the applicable Payment Date, so long as Endasa substantiates in writing to the reasonable satisfaction of the Escrow Holder that Endasa had funds available on the Payment Date to make the payment in question and gave proper and timely instructions to the bank to make the required transfer on or before the applicable Payment Date. Further notwithstanding the foregoing, any installment of the Financed Amount paid more than forty-five (45) days after the due date thereof and after an arbitration proceeding under Sections 19.4 or 19.4(a) hereof concerning Endasa's obligation to pay said installment shall be credited as if paid on a date determined by the Arbitration Panel (as hereinafter defined); the Arbitration Panel shall

further determine the interest (if any) to be paid on account of such payment being made after the due date thereof.

2.2.4(c) Payment Moratorium. If the Railcars or the rental payments to Endasa as lessor thereof are at any time seized, levied or sequestered by the customs authorities of Mexico (a "Customs Action") and such Customs Action has a substantial adverse effect on Endasa's revenues from the ownership and/or operation of the Railcars, interest on the Financed Amount as specified in Section 2.2.1 hereof and in subparagraph (ii) below shall continue to accrue during the period of such Customs Action on the unpaid balance of the Financed Amount and on the Promissory Notes, but no payment (other than pursuant to Sections 2.3.1, 7, 9, 10, 12 and 13) shall be due on any Payment Date falling after the occurrence of such Customs Action until the sooner of (i) the first business day after the expiration of 180 calendar days from the date the Customs Action was commenced or (ii) the first business day after the Customs Action is resolved and the Railcars are no longer seized, levied or sequestered. On the earlier to occur of the foregoing dates, Endasa shall pay to the Escrow Holder in immediately available funds (i) all amounts that would have been due to the Escrow Holder on any Payment Date that occurred since the commencement of the Customs Action and (ii) interest on the amounts described in (i) above at LIBOR (determined as of the date each such amount was due) from the date such amounts would have been due absent the Customs Action to and including the date such amounts are actually paid. Amounts paid by Endasa pursuant to subparagraph (ii) above shall be credited to interest accrued on the outstanding balance of the Financed Amount up to and including the date the amounts in subparagraph (ii) are paid.

2.2.5 Promissory Notes. On the Closing Date, Endasa shall execute forty (40) Original Promissory Notes the aggregate principal of which shall total 159.218% of the Original Railcar Purchase Price and, if the Supplemental Closing Date does not occur simultaneously with the Closing Date, forty (40) Supplemental Promissory Notes the aggregate principal of which shall total 159.218% of the total financed portion of the Supplemental Railcar Purchase Price. Both the Original Promissory Notes and the Supplemental Promissory Notes shall be numbered in series from 1 to 40, inclusive, and one Original Promissory Note and one Supplemental Promissory Note shall be due on each Payment Date (subject, in the case of the Supplemental Promissory Notes, to Section 2.1.1(b) hereof).

2.2.5(a) Original Promissory Notes 1 through 20. Original Promissory Notes 1 through 20 shall each be in an amount equal to 4.3262% of the total Original Railcar Purchase Price, plus, if the Supplemental Closing Date occurs simultaneously with the Closing Date, 4.3262% of the financed portion of the Supplemental Railcar Purchase Price. Each Original Promissory Note 1 through 20 shall bear interest from the due date thereof at the rate specified in Section 2.2.4(b) hereof only if not paid within forty-five (45) days of the due date thereof.

2.2.5(b) Original Promissory Notes 21 through 40. Original Promissory Notes 21 through 40 shall each be in an amount equal to 3.6347% of the total Original Railcar Purchase Price, plus, if the Supplemental Closing Date occurs simultaneously with the Closing Date, 3.6347% of the financed portion of the Supplemental Railcar Purchase Price. Each Original Promissory Note 21 through 40 shall bear interest from the due date thereof at the rate specified in Section 2.2.4(b) hereof only if not paid within forty-five (45) days of the due date thereof.

2.2.5(c) Supplemental Promissory Notes 1-20. If executed, Supplemental Promissory Notes 1 through 20 shall each be in an amount equal to 4.3262% of the total financed portion of the Supplemental Railcar Purchase Price. Each Supplemental Promissory Note 1-20 shall bear interest from the due date thereof at the rate specified in Section 2.2.4(b) hereof only if not paid within forty-five (45) days of the due date thereof.

2.2.5(d) Supplemental Promissory Notes 21-40. If executed, Supplemental Promissory Notes 21 through 40 shall each be in an amount equal to 3.6347% of the total financed portion of the Supplemental Railcar Purchase Price. Each Supplemental Promissory Note 21-40 shall bear interest from the due date thereof at the rate specified in Section 2.2.4(b) hereof only if not paid within forty-five (45) days of the due date thereof.

2.2.5(e) Reexecution On Supplemental Closing Date. On the Supplemental Closing Date (if it occurs after the Closing Date), the outstanding Original Promissory Notes and the outstanding Supplemental Promissory Notes shall be returned to Endasa marked "Cancelled," and Endasa shall execute on the Supplemental Closing Date one Promissory Note for each remaining Payment Date that combines the unpaid Original Promissory Note that would have been due on such Payment Date with the unpaid Supplemental Promissory Note that would have been due on such Payment Date.

2.2.5(f) Credit of Payments of Financed Amount to Promissory Notes. Each quarterly payment of an installment of the unpaid balance and interest thereon of the Financed Amount in accordance with Section 2.2.2 hereof and all credits pursuant to Section 2.2.3 hereof shall be deemed to be payments on account of the principal of and interest on the Promissory Notes. When the Escrow Holder receives in full from Endasa the amount due hereunder on any Payment Date, the Escrow Holder, within thirty (30) days of the date such payment was received, shall mark "Paid in Full and Cancelled" and return to Endasa the Promissory Note(s) due on the Payment Date for which payment was received.

2.2.5(g) Acknowledgment. NAC and Endasa hereby acknowledge that the amount owed by Endasa on any Payment Date shall be determined by reference to Sections 2.2.1, 2.2.2 and 2.2.3 hereof and not by reference to the Promissory Notes and further acknowledge that at any point in time the amount owed under Sections 2.2.1, 2.2.2 and 2.2.3 hereof may be different than the amounts reflected in the Promissory Notes. Notwithstanding the foregoing, Endasa acknowledges that, so long as Promissory Notes are cancelled in accordance with Section 2.2.5(f) hereof, the Promissory Notes represent a valid basis for an executive action under Mexican law upon an Event of Default hereunder.

2.3 The Mortgage; The Stock Pledge; Other Security. The Promissory Notes and the other obligations of Endasa to NAC and the Escrow Holder under this Agreement (but not including the obligations of Endasa as lessee to NAC as lessor under leases of railcars not sold hereunder) shall be secured by (i) the Mortgage; (ii) the Stock Pledge; and (iii) the Bienes Inmuebles Mortgage. Endasa hereby mortgages, sets over, pledges and creates a security interest in the Railcars to and in favor of NAC to secure Endasa's obligations hereunder and under the Promissory Notes. On or before the Closing Date, Endasa will execute the Mortgage and will use its best efforts to cause Bienes Inmuebles to execute the Bienes Inmuebles Mortgage. Grupo Tiger will execute the Stock Pledge on or before the Closing Date. The Mortgage, the Bienes Inmuebles Mortgage and the Stock Pledge shall be assigned to the Escrow Holder as mortgagee or pledgee, as the case may be. Endasa and Grupo Tiger hereby consent to such assignment. With respect to the Supplemental Railcars, the obligations hereunder and under the Supplemental Promissory Notes on account of the sale of the Supplemental Railcars shall be secured as of the Supplemental Closing Date by the Mortgage, the Stock Pledge and the Bienes Inmuebles Mortgage. Upon payment in full of the Financed Amount and interest thereon and all other sums due hereunder and under the Mortgage, the Escrow Holder shall cause

the Mortgage, the Stock Pledge and the Bienes Inmuebles Mortgage (if not earlier released in accordance with Section 2.3.1 hereof) to be released in accordance with the procedure set forth in the fifth paragraph of Section 7 hereof and in the Escrow Agreement.

2.3.1 Obligations With Respect to the Bienes Inmuebles Mortgage. The Bienes Inmuebles Mortgage shall be in the amount of \$500,000. If the Bienes Inmuebles property subject to the Bienes Inmuebles Mortgage is sold in a judicial sale after an Event of Default hereunder, the Escrow Holder shall be entitled to receive the entire proceeds of such sale, and, upon payment of the proceeds of such sale, Bienes Inmuebles shall have no further obligation to the Escrow Holder or any of the Escrow Parties. Upon the sale of the real property subject to the Bienes Inmuebles Mortgage absent an Event of Default hereunder (a "Bienes Inmuebles Sale"), the Escrow Holder will release the Bienes Inmuebles Mortgage provided that there are no material breaches under this Agreement, the Mortgage or any other Ancillary Agreement (as hereinafter defined) between Endasa and its Affiliates and NAC and its Affiliates, and the Escrow Holder receives from the proceeds of the Bienes Inmuebles Sale (a) if the Bienes Inmuebles Sale occurs prior to December 31, 1988, (i) the first \$150,000 paid on account of the Bienes Inmuebles Sale, plus (ii) 50% of all additional monies paid on account of the Bienes Inmuebles Sale until the Escrow Holder has been paid a total of \$500,000, plus (iii) 25% of all additional monies paid on account of the Bienes Inmuebles Sale after the Escrow Holder has received \$500,000 as provided above, or (b) if the Bienes Inmuebles Sale occurs after December 31, 1988, (i) 50% of the first \$500,000 received on account of the Bienes Inmuebles Sale, plus (ii) 25% of all monies over \$500,000 paid on account of the Bienes Inmuebles Sale. Notwithstanding the foregoing, if the purchaser in the Bienes Inmuebles Sale is an Affiliate of Endasa, one or more of the PMS or an Affiliate of one or more of the PMS, the Escrow Holder shall have the right to receive an appraisal of the fair market value of the Bienes Inmuebles property from a commercial bank in Mexico selected by the Escrow Holder. If the proceeds of the Bienes Inmuebles Sale are greater than or equal to the appraised value of the Bienes Inmuebles property, the Escrow Holder shall receive the amount determined in accordance with subparagraph (a) or (b) above, as applicable. If the proceeds of the Bienes Inmuebles Sale are less than the appraised value of the Bienes Inmuebles property, the Escrow Holder shall be entitled to receive the amount determined pursuant to subparagraph (a) or (b) above, as applicable, as if the Bienes Inmuebles property had been sold for its appraised value. Further notwithstanding the foregoing, Bienes Inmuebles shall have

the right at any time to have the Bienes Inmuebles Mortgage released by paying to the Escrow Holder the amount determined pursuant to subparagraph (a) or (b) above, as applicable, based on an appraisal of the fair market value of the Bienes Inmuebles property by a commercial bank in Mexico selected by the Escrow Holder. If the Bienes Inmuebles property is not sold prior to payment in full of all amounts due hereunder, the Bienes Inmuebles Mortgage shall be released in accordance with the procedure provided in Section 7 hereof.

2.3.2 The Stock Pledge. On or before the Closing Date, Grupo Tiger shall execute the Stock Pledge and thereby pledge to NAC all the outstanding capital stock of Endasa, other than such capital stock as is owned by the NAC Group (as hereinafter defined) (such outstanding capital stock of Endasa being referred to herein as the "Endasa Stock"), in order to guarantee the performance by Endasa of all its duties and obligations under this Agreement, the Mortgage, the Promissory Notes, the Bienes Inmuebles Mortgage and the Reserve Agreement. NAC shall assign the Stock Pledge to the Escrow Holder on the Closing Date, and Endasa and Grupo Tiger hereby consent to such assignment. The Stock Pledge shall inure to the benefit of the Escrow Holder's successors and (after an assignment in accordance herewith) the Escrow Holder's assigns. Such pledge of the Endasa Stock shall be made pursuant to the Stock Pledge, which shall contain, in addition to such other commercially reasonable terms as counsel for the Escrow Holder may require, the following provisions:

(a) The Escrow Holder shall have the right to exercise the Stock Pledge upon the occurrence of an Event of Default hereunder and/or under the Mortgage, the Promissory Notes, the Bienes Inmuebles Mortgage or the Reserve Agreement.

(b) The Endasa Stock will be deposited with a bank in Mexico selected by the Escrow Holder ("Bank") pursuant to a Deposit Agreement substantially in the form of Exhibit F hereto.

(c) The Escrow Holder shall not be entitled to pursue any action to attach the assets of Grupo Tiger (other than the Endasa Stock) based on the Stock Pledge; the Escrow Holder's sole remedy against Grupo Tiger on account of the Stock Pledge shall be the sale of the Endasa Stock in accordance with subparagraph (d) of this Section.

(d) Upon the occurrence of an Event of Default (other than under Sections 13(b) or 13(e) hereof

on account of a default under any Ancillary Agreement other than the Reserve Agreement), the Escrow Holder shall give a written notice specifying the Event of Default ("Notice of Default") to the Bank, Grupo Tiger, Endasa, Railway, the shareholders of Endasa, NER, TLG and NAC. If Endasa, Railway and Grupo Tiger do not give the Bank and the Escrow Holder a written notice disputing the occurrence of such Event of Default ("Notice of Dispute") within thirty (30) days after the date of the Notice of Default, the Bank shall deliver the Endasa Stock to a broker designated by the Escrow Holder for sale in a commercially reasonable manner at the highest possible price; provided, however, that if any Affiliate of Endasa or Grupo Tiger or any Affiliate or shareholder of either corporation bids to purchase the Endasa Stock, such broker shall reject such bid at the direction of the Escrow Holder unless the amount so bid is sufficient to pay the Escrow Holder all amounts due and owing, or to become due and owing to the Escrow Holder, on behalf of the Escrow Parties as their interests may appear under the Escrow Agreement, under this Agreement, the Mortgage, the Bienes Inmuebles Mortgage and the Reserve Agreement, plus all fees, costs and expenses incurred as a result of the Event of Default. If Endasa, Railway and Grupo Tiger give Notice of Dispute, the dispute shall be settled by binding arbitration in accordance with Section 19.4 hereof. The Deposit Agreement with the Bank shall provide that the Bank shall honor and obey the order of the Arbitration Panel with regard to the disposition of the Endasa Stock.

(e) In the event the Endasa Stock is sold by a broker on behalf of the Escrow Holder as provided above, the proceeds of such sale shall be distributed as follows: (i) to the Escrow Holder to pay its fees, costs and expenses incurred as a result of the Event of Default; (ii) to the Escrow Holder, on behalf of Escrow Parties as their interests may appear under the Escrow Agreement, to pay all amounts due and owing, or to become due and owing, under this Agreement, the Transaction Agreements (as herein-after defined) and the Reserve Agreement (in the foregoing order of priority), including overdue interest to the date of payment; and (iii) the remainder, if any, to the pledgors in proportion to the number of shares pledged by each of them. The sale of the Endasa Stock and the distribution of the proceeds of such sale to the Escrow Holder shall not preclude the Escrow Holder from pursuing whatever other legal remedies it may have against Endasa and its Affiliates.

(f) Grupo Tiger shall register the pledge of the Endasa Stock to the Escrow Holder with the Foreign Investment Commission or such other government agency as counsel for the Escrow Holder reasonably may require.

Grupo Tiger will pay all such subscription and registration expenses related thereto.

2.4 Contingent Compensation. Provided NAC sells at least one thousand two hundred (1,200) Railcars to Endasa pursuant to Section 2.1.1 above, Endasa shall, or it shall cause its Affiliates to, take the following actions, and NAC shall receive the Contingent Compensation described below, all of which shall be issued in the name of the Escrow Holder to be held and administered in accordance with the Escrow Agreement. Endasa hereby consents to the issuance of the Contingent Compensation in the name of the Escrow Holder. The Escrow Holder may issue certificates of beneficial interest in the Contingent Compensation to such of the Escrow Parties as are entitled thereto under the Escrow Agreement; an Escrow Party entitled under the Escrow Agreement to the benefits of the Contingent Compensation is herein referred to as a "Participant." Endasa hereby consents to the issuance of such certificates of beneficial interest so long as such issuance is consistent with Mexican and U.S. securities laws.

2.4.1 Increase in Capitalization. Simultaneously with the consummation of the acquisition of the 1,200 Railcars or more as provided above, Grupo Tiger will cause an increase in the capitalization of Endasa from 8,525,000 Mexican pesos to 100,000,000 Mexican pesos. Thereafter, Endasa shall cause a third party or parties to purchase the additional shares of the capital stock of Endasa so that the aggregate additional shares of the capital stock of Endasa shall be sold for 91,475,000 Mexican pesos.

2.4.2 Purchase and Sale. Immediately after the increase in the capitalization of Endasa as provided in Section 2.4.1 above, as a material inducement to NAC to enter into this Agreement, Endasa shall cause the third party or parties contributing additional capital as provided in Section 2.4.1 above to sell to the Escrow Holder for U.S. \$1.00 that number of shares of the voting capital stock of Endasa equal to fifteen percent (15%) of all the then outstanding voting capital stock of Endasa, free and clear of any and all mortgages, liens, pledges, charges, encumbrances, equities, claims, covenants, conditions and restrictions, other than those provided in this Agreement. The beneficial ownership of the Contingent Compensation shall be determined in accordance with Section 5.02 of the Escrow Agreement. Such fifteen percent (15%) of the voting capital stock of Endasa is sometimes referred to herein as "Contingent Compensation." Any and all taxes which may accrue under the laws of the United Mexican States as a result of the initial purchase of the capital stock of Endasa by the Escrow Holder

contemplated by this Section 2.4.2 shall be paid by Endasa or such third party or parties so that neither NAC nor the Escrow Holder shall have to pay or expend any additional monies whatsoever in order to obtain such stock of Endasa and shall not incur any tax liability as a result thereof.

2.4.3 Attributes of the Stock. The capital stock of Endasa purchased by the Escrow Holder pursuant to Section 2.4.2 shall be duly authorized, fully paid, validly issued and nonassessable and shall have the same rights, preferences and privileges and be subject to the same restrictions as all other shares of the voting capital stock of Endasa then outstanding. No other voting securities of Endasa shall be authorized or issued after the date hereof which have greater rights, preferences or privileges or fewer restrictions than the shares of stock purchased by the Escrow Holder pursuant to Section 2.4.2, without the prior written consent of NAC (if still in existence), the Escrow Holder and the Participants (collectively, the "NAC Group"), so long as (i) the NAC Group, or any of them, shall own four percent (4%) or more of the outstanding capital stock of Endasa; or (ii) the NAC Group, or any of them, shall be owed any amounts under this Agreement, the Mortgage, the Stock Pledge, the Bienes Inmuebles Mortgage or the Ancillary Agreements, provided in the case of (ii), that the NAC Group, or any of them, remain shareholders of Endasa and that the restriction on account of amounts owing under the Ancillary Agreements shall not continue for longer than ten (10) years from the Closing Date.

2.4.4 Election of One Director. The NAC Group shall have the right to elect one director of Endasa so long as (i) the NAC Group, or any of them, shall own four percent (4%) or more of the outstanding capital stock of Endasa entitled to vote thereon, or (ii) the NAC Group, or any of them, shall be owed any amounts under this Agreement, the Mortgage, the Stock Pledge, the Bienes Inmuebles Mortgage or the Ancillary Agreements, provided in the case of (ii), that the NAC Group, or any of them, remain shareholders of Endasa and that the restriction on account of amounts owing under the Ancillary Agreements shall not continue for longer than ten (10) years from the Closing Date.

2.4.5 Preemptive Rights and Right of First Refusal of Endasa Shareholders. The shareholders of Endasa (including the NAC Group) shall have at all times preemptive rights, in proportion to their holdings, to acquire those shares of the capital stock of Endasa, of any class or series whatsoever, which other shareholders of Endasa (including any member of the NAC Group) may wish to sell or

otherwise transfer or which Endasa may wish to issue, in each case, on the same terms and conditions as the proposed sale or issuance; provided, however, that any transfer or assignment by a shareholder of Endasa (including the NAC Group and the Participants) of Endasa's capital stock or a certificate of beneficial interest therein held by them to a subsidiary, parent or affiliate corporation of such shareholder, heir or trust for the benefit of an individual shareholder's heirs or to another holder of Endasa's capital stock or certificate of beneficial interest therein shall not be subject to the preemptive rights set forth in this Section 2.4.5 or Section 2.4.6 of this Agreement.

2.4.6 Right of Grupo Tiger Shareholders to Purchase Stock Held By NAC Group Members. Should the shareholders of Endasa not elect to purchase all of the shares of Endasa or a beneficial interest therein which the NAC Group (or any of them) may wish to sell or otherwise transfer as provided in Section 2.4.5, the shareholders of Grupo Tiger ("Grupo shareholders") shall have a right of first refusal to purchase such shares of Endasa. If any member of the NAC Group desires to sell or otherwise transfer any or all of the capital stock of Endasa owned by it or in which it holds a certificate of beneficial interest pursuant to a firm offer from a third party or parties given in good faith, such member of the NAC Group shall so inform the Chairman of the Board of Directors of Endasa in writing, identifying the offeror, the terms and conditions of the offer and the number of shares involved. The Chairman shall give notice thereof by telex or telegram to the Grupo shareholders not later than ten (10) calendar days after receipt of notice from the member of the NAC Group of the offer. The Grupo shareholders or any of them shall have thirty (30) calendar days after receipt of such notice by the Chairman to elect to purchase all of the shares offered on the same terms and conditions set forth in the notice. The Grupo shareholders collectively must purchase all of the shares of the NAC Group members being sold if any are purchased, and the Grupo shareholders shall determine among themselves in what proportions they will purchase the shares. If the Grupo shareholders do not notify the selling NAC Group member of their intent to purchase all of the offered shares within such thirty-day period, such NAC Group member shall be free to sell all its shares of Endasa to the person or persons and on the terms and conditions set forth in the notice, and such NAC Group member shall have no duty to sell any of such shares to the Grupo shareholders; provided, however, that such purchaser or purchasers shall agree in writing to be bound by the provisions of Sections 2.4.5 and 2.4.6 hereof. In the event the NAC Group member shall not sell all of the offered shares to the person or persons on the terms and

conditions set forth in the notice within 180 calendar days after the thirty-day time period allowed the Grupo shareholders to purchase such shares as provided above has elapsed, all shares of Endasa held by such NAC Group member shall again become subject to this Section 2.4.6.

2.4.7 Super-Majority in Bylaws. Simultaneously with or prior to the execution of this Agreement, Endasa shall cause the Bylaws of Endasa to be amended to provide the rights granted to the NAC Group in this Section 2.4 and to provide that such rights cannot be amended without the prior written consent of the NAC Group so long as (i) the NAC Group, or any of them, owns four percent (4%) or more of the outstanding capital stock of Endasa entitled to vote on any such amendment, or (ii) the NAC Group, or any of them, shall be owed any amounts under this Agreement, the Mortgage, the Stock Pledge, the Bienes Inmuebles Mortgage or the Ancillary Agreements, provided in the case of (ii), that the NAC Group, or any of them, remain shareholders of Endasa and that the restriction on account of amounts owing under the Ancillary Agreements shall not continue for longer than ten (10) years from the Closing Date.

2.4.8 Anti-Dilution. Simultaneously with or prior to the execution of this Agreement, Endasa shall cause the Bylaws of Endasa to be amended to provide that, so long as any voting securities of Endasa are pledged as security to the NAC Group (or any of them) pursuant to any pledge agreement, including the Stock Pledge, Endasa shall not issue additional voting securities in such amounts as would dilute the voting securities pledged to the NAC Group, when combined with the voting securities of Endasa owned by the NAC Group from time to time, to less than 51 percent (51%) of the total outstanding voting securities of Endasa unless (i) the issues of the new voting securities pledge such securities as may be required to make the then outstanding voting securities of Endasa pledged to the NAC Group, when combined with the voting securities of Endasa owned by the NAC Group from time to time, equal to at least 51 percent (51%) of the total outstanding voting securities of Endasa; or (ii) the pledgors of the securities of Endasa so pledged to the NAC Group substitute irrevocable, confirmed letters of credit drawn on United States banks in U.S. Dollars in form and substance satisfactory to the NAC Group for the pledged securities in an amount equal to all amounts due or to become due to the NAC Group under this Agreement, the Mortgage, the Bienes Inmuebles Mortgage and the Reserve Agreement. In the case of (ii) above, the NAC Group will cancel such pledges of the securities of Endasa upon receipt of such letters of credit. The expenses, if any, of registering the pledges of additional securities to the NAC Group

with the foreign investment commission or such other governmental agency as counsel to the Escrow Holder may reasonably require and of cancelling the pledges under this Section 2.4.8 will be paid by the pledgors and, if not, by Endasa.

3. Representations and Warranties.

3.1 Mutual Representations and Warranties of NAC and Endasa. Because the majority of the shareholders, officers and directors of Endasa and its Affiliates have been directly involved with and responsible for the operation of the Railcars sold hereunder for a substantial period of time prior to such sale, the representations and warranties set forth below are being made by each of Endasa and NAC to the other. The Escrow Holder shall be entitled to rely upon the representations and warranties of Endasa as if made to such Escrow Holder.

3.1.1 To the best knowledge of each party hereto based on a review of its own books and records and a review of the appropriate public records of its country of incorporation, NAC has good and unencumbered title to the Railcars which are being sold by NAC to Endasa, except for (i) the encumbrances of the Railcars by NAC to certain of the Escrow Parties, all of which will be removed on or prior to the Closing Date or the Supplemental Closing Date, as the case may be, and (ii) the encumbrances caused by Endasa and assumed by Endasa on the Closing Date, all of which shall be junior to the Mortgage. The right, title and interest in the Railcars granted herein to Endasa on the Closing Date or the Supplemental Closing Date, as the case may be, shall be free and clear of all liens, encumbrances, mortgages, pledges, charges, equities, claims, covenants and restrictions, except for the Mortgage and the rights of Endasa and the Escrow Holder hereunder.

3.1.2 Based on a review of its own books and records and a review of the appropriate public records of its country of incorporation, no security interest or title in or to the Railcars or the revenues therefrom has been granted to any financial institution to secure a net sale of receivables or other indebtedness other than to certain of the Escrow Parties, which will release the same as of the Closing Date.

3.1.3 Based on a review of its own books and records and a review of the appropriate public records of its country of incorporation, NAC has the right to transfer the right, title and interest in the Railcars subject only to the entry of an order approving the sale of

the Supplemental Railcars by the Bankruptcy Court, which order has or will be entered prior to the Supplemental Closing Date.

3.1.4 To the best knowledge of each of the parties hereto, all of the information contained in the Schedules and all schedules to the Exhibits attached hereto and all of the parties' statements made in this Agreement are true, accurate and complete as of the date of execution and will be true, accurate and complete as of the Closing Date.

3.1.5 To the best knowledge of each of the parties hereto, there is no pending or threatened litigation, administrative proceeding, or action or hearing before any governmental agency (other than the NAC bankruptcy proceeding in which the entry of an order by the Bankruptcy Court approving the sale of the Original Railcars has been obtained and, as to the Supplemental Railcars, will be obtained prior to the Supplemental Closing Date) which would invalidate this Agreement or prevent the parties hereto from realizing the material benefits contemplated hereby.

3.2 Representations, Warranties and Covenants of NAC. NAC hereby represents, warrants and covenants to Endasa the following:

3.2.1 NAC has full legal authority and power, subject only to entry of an order by the Bankruptcy Court approving the sale of the Supplemental Railcars, to execute, deliver and perform this Agreement and all agreements, instruments or other documents executed and delivered or to be executed and delivered by it pursuant to this Agreement, and has taken or will take all actions required by law to authorize the execution, delivery and performance of this Agreement and such related documents, and upon execution, this Agreement and the related documents shall be valid, legal and binding obligations of NAC and the Escrow Holder enforceable against NAC and the Escrow Holder in accordance with their respective terms.

3.2.2 Except for the Railcars sold to Endasa pursuant hereto and other railcars, if any, to be leased to Endasa pursuant to a separate lease agreement, no other assets or rights of NAC are intended to or shall be deemed sold, assigned or transferred to Endasa.

3.2.3 As to the sale of the Railcars, NAC is not relying on any representations or warranties made by Endasa or any agent or Affiliate of Endasa except as expressly set forth in this Agreement, the Mortgage, the

Promissory Notes, the Stock Pledge and the Bienes Inmuebles Mortgage, and schedules and exhibits to the foregoing, and the various reports, analyses, financial statements and inter-company communications prepared by Endasa, its officers, directors and employees and its agents, representatives, attorneys and accountants in Mexico.

3.3 Representations, Warranties and Covenants by Endasa. Endasa represents, warrants and covenants to NAC and the Escrow Holder the following:

3.3.1 Endasa has the full legal authority and power to execute, deliver and perform this Agreement and all agreements, instruments or other documents executed and delivered or to be executed and delivered by it pursuant to this Agreement and has taken or will take all actions required by law to authorize the execution, delivery and performance of this Agreement and such related documents and upon execution, this Agreement and the related documents shall be valid, legal and binding obligations of Endasa enforceable against Endasa in accordance with their respective terms.

3.3.2 As of the Closing Date, the NAC Group does not own in excess of 15% of the authorized and outstanding capital stock of Endasa.

3.3.3 Endasa is not relying on any representations or warranties made by NAC, the Escrow Holder or any agent or Affiliate of NAC with respect to its purchase of the Railcars except as expressly set forth in this Agreement.

3.3.4 On the Closing Date, the Contingent Compensation is duly authorized, fully paid, validly issued and nonassessable and has the same rights, preferences and privileges and is subject to the same restrictions as all other shares of the voting capital stock of Endasa. Endasa has taken all necessary corporate action (i) to authorize and permit the NAC Group to elect one director of Endasa, (ii) to create the preemptive rights and rights of first refusal described in Section 2.4.5 and 2.4.6 hereof, (iii) to require the super-majority referred to in Section 2.4.7 hereof and (iv) to create the anti-dilution protection described in Section 2.4.8 hereof.

4. No Warranties By NAC As To The Railcars Other Than Title Warranty. NAC MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE QUALITY, DURABILITY, INSTALLATION, SUITABILITY, CONDITION, DESIGN, OPERATION, MERCHANTABILITY, OR FITNESS FOR USE OR FOR ANY PARTICULAR PURPOSE OF

THE RAILCARS SOLD HEREUNDER (OR ANY PART OR ITEM THEREOF). EXCEPT FOR THE WARRANTY OF TITLE, ENDASA AGREES TO PURCHASE THE RAILCARS "AS-IS-WHERE-IS." IN NO EVENT SHALL NAC BE LIABLE IN CONTRACT, DEFAULT, TORT, STRICT LIABILITY, WARRANTY, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT, NON-OPERATION OR INCREASED EXPENSE OF OPERATION OF OTHER EQUIPMENT, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT EQUIPMENT, OR CLAIMS FOR SERVICE INTERRUPTIONS. THE REMEDIES SET FORTH IN THIS CONTRACT ARE EXCLUSIVE WHETHER ARISING IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY, OR OTHERWISE.

5. Conditions Precedent. Consummation of the sale of the Original Railcars as contemplated herein is part of an integral transaction that requires the execution and effectiveness of each and every Transaction Agreement (as hereinafter defined) set forth below. The execution and effectiveness of each Transaction Agreement shall be a condition precedent to the duty of NAC, the Escrow Holder and Endasa to perform the transactions contemplated by this Agreement. The execution and delivery of the Escrow Agreement is also a condition precedent to the effectiveness of this Agreement. In the event that any party does not materially perform any of the transactions set forth below (and does not cure such failure as provided herein or in the Transaction Agreements as the case may be), NAC, the Escrow Holder or Endasa, as the case may be, shall have the right to declare this Agreement null and void, and all transactions consummated prior to such declaration by either of them shall be treated as null and void as if such transactions had never been consummated. It is understood and agreed by the parties hereto that execution and filing where appropriate of this Agreement, the Original Promissory Notes, the Mortgage, the ICC Mortgage, the Stock Pledge, the Bienes Inmuebles Mortgage and instruments required to effectuate Section 2.4 hereof (collectively, the "Transaction Agreements") are a single, integral transaction and that the failure of any party to any of the Transaction Agreements to materially perform all conditions precedent shall nullify all of the actions taken by the parties hereto in contemplation of the consummation of this Agreement.

Consummation of the transactions contemplated herein as to the Supplemental Railcars are subject to the conditions precedent of: (i) the entry of an order by the Bankruptcy Court approving the sale of the Supplemental Railcars; (ii) execution and filing where appropriate of the Transaction Agreements as to both the Original and Supplemental Railcars; (iii) execution and delivery of the Supplemental Promissory Notes or, if the Supplemental Closing occurs simultaneously

with the Closing, Original Promissory Notes that include the principal amounts that would have been due under the Supplemental Promissory Notes if executed; and (iv) execution and delivery of the Escrow Agreement.

6. Taxes. All payments to be made by Endasa of the Financed Amount and of the Promissory Notes will be free of expense to NAC, the Escrow Holder and the Escrow Parties for collection or other charges (other than charges by the Escrow Holder to act as Escrow Holder) and will be free of expense to NAC, the Escrow Holder and the Escrow Parties with respect to the amount of any local, state, federal or foreign taxes (other than net income taxes on the income of NAC, the Escrow Holder and the Escrow Parties, taxes withheld on payments of interest to the Escrow Holder, gross receipts taxes of NAC, the Escrow Holder and the Escrow Parties [except gross receipts taxes in the nature of or in lieu of sales, use or rental taxes], franchise taxes of NAC, the Escrow Holder and the Escrow Parties measured by net income based upon such receipts, excess profits taxes of NAC, the Escrow Holder and the Escrow Parties and similar taxes of NAC, the Escrow Holder and the Escrow Parties) or license fees, assessments, charges, fines or penalties (all such expenses, taxes, license fees, assessments, charges, fines, and penalties being hereinafter called "Impositions") hereafter levied or imposed upon or in connection with or measured by this Agreement or any sale, rental, use, payment, shipment, delivery or transfer of title under the terms hereof. Endasa assumes and agrees to pay all of such Impositions on demand of the appropriate authority. Endasa will also pay promptly all Impositions which may be imposed upon the Railcars delivered to and accepted by it or for the use or operation thereof or upon the earnings arising therefrom (except as provided above) or which may be imposed upon NAC or the Escrow Holder solely by reason of NAC's sale of the Railcars to Endasa and will keep at all times all and every part of the Railcars free and clear of all Impositions which might in any way affect the title of or result in a lien upon any part of the Railcars; provided, however, that Endasa shall be under no obligation to pay any Impositions of any kind so long as such Impositions are being contested in good faith and by appropriate legal proceedings, and the nonpayment of such Impositions does not, in the reasonable opinion of NAC or the Escrow Holder, adversely affect the title, property or rights of NAC and the Escrow Holder in or to the Railcars or otherwise under the Mortgage. If any Impositions shall have been charged or levied against NAC the Escrow Holder or the Escrow Parties directly and paid by NAC, the Escrow Holder or the Escrow Parties, Endasa shall reimburse NAC, the Escrow Holder or the Escrow Parties upon presentation of an invoice therefor, and any amounts so paid by NAC,

the Escrow Holder or the Escrow Parties shall be secured by and under the Mortgage; provided, however, that Endasa shall not be obligated to reimburse NAC, the Escrow Holder or the Escrow Parties for any Impositions so paid unless NAC, the Escrow Holder or the Escrow Parties shall have been legally liable with respect thereto (as evidenced by an opinion of counsel for NAC) or unless Endasa shall have approved the payment thereof.

NAC and the Escrow Holder hereby acknowledge that payments of interest by Endasa to NAC or the Escrow Holder may be subject to withholding under the Mexican Income Tax Code. Endasa shall withhold twenty-one percent (21%) (or such other amount as may subsequently be required under Mexican law) of the interest portion of each payment, and the Escrow Holder will credit such withheld amount to the payment due from Endasa on the Payment Date of the payment for which such amount was withheld. Endasa agrees to comply in all respects with Mexican law to ensure that NAC and the Escrow Holder have no further liability with respect to the amount withheld. Endasa agrees to provide NAC and the Escrow Holder such documentation of the withholding as they may reasonably request.

NAC agrees to cooperate fully with Endasa in establishing the original cost of acquisition of the Railcars for purposes of the Mexican Income Tax Code. Endasa agrees to pay all costs and expenses related to establishing such original acquisition cost including without limitation, professional and other fees and expenses incurred in searching for the original invoices and any cost or expense as a result of alternative means of establishing NAC's original acquisition cost.

NAC and the Escrow Holder agree to permit Sedepa, S.A. de C.V. ("Sedepa") to represent them or either of them (without interference by them except, as to the Escrow Holder, insofar as it reasonably believes may be required under applicable law) in any tax audit and in all related or ancillary proceedings conducted by the Mexican government related to this transaction which may result in an Imposition. NAC and the Escrow Holder will grant Sedepa a power of attorney permitting Sedepa to so represent them, which power of attorney shall be executed before a notary public licensed by and located in the United Mexican States. Endasa agrees to indemnify NAC and the Escrow Holder against Sedepa's fraud, breach of fiduciary duty, wilful misconduct or negligence in connection with Sedepa's exercise of the power of attorney granted by NAC and the Escrow Holder.

7. Risk of Loss; Insurance; Casualty Occurrences.
Endasa and any lessee of a Railcar from Endasa shall assume the risk of loss of such Railcar from, in the case of Endasa, the Closing Date, and, in the case of any lessee, from the date such lessee comes into possession of the applicable Railcar.

Endasa represents and warrants that the Mexican railroads listed on Schedule D hereto are subject to Interchange Rule 107 of the AAR. Endasa covenants and agrees that when and if any Railcar is operated on a railroad not a Class 1 or Class 2 railroad or a railroad listed on Schedule D, Endasa will either (i) procure in writing the agreement of the operator of such Railcar or person in control of such Railcar to pay the Casualty Value (as herein defined) of such Railcar in the event such Railcar is lost or destroyed or (ii) cause such Railcar to be insured for no less than the Casualty Value thereof.

Endasa agrees to indemnify the Escrow Holder against the failure of any railroad or any lessee or any other Person in control of a Railcar at the time of a Casualty Occurrence (as herein defined) who is obligated to do so to pay the Casualty Value of any Railcar lost, stolen or destroyed when operated on such railroad or by such lessee or in the control of such Person.

In the event that any such Railcar shall be or become lost, stolen, destroyed, or, in the reasonable opinion of Endasa, irreparably damaged, from any cause whatsoever, or taken or requisitioned by condemnation or otherwise for a period in excess of 545 days (such occurrences being herein called the "Casualty Occurrences"), Endasa shall, promptly after it shall have determined that such Railcar has suffered a Casualty Occurrence (but in no event more than fifteen (15) days after Endasa learns of the Casualty Occurrence), cause NAC and the Escrow Holder to be fully informed in regard thereto. On the Payment Date immediately following the date Endasa learns of the Casualty Occurrence, Endasa shall pay to the Escrow Holder (in addition to the payment due on such Payment Date under Section 2 hereof) a sum equal to the Casualty Value (as hereinafter defined) of such Railcar suffering a Casualty Occurrence as of the date of such payment and shall file, or cause to be filed, with the Escrow Holder a certificate setting forth the Casualty Value of such Railcar.

Upon payment by Endasa to the Escrow Holder of the Casualty Value of any Railcar which has suffered a Casualty Occurrence, said Railcar shall be released from the lien of the Mortgage without further transfer or action on the part of the Escrow Holder other than as may be required by Mexican

law. The Escrow Holder shall irrevocably appoint a Person in Mexico as the Escrow Holder's attorney in fact to take all actions required (i) to release a Railcar or Railcars suffering a Casualty Occurrence from the lien of the Mortgage, (ii) to release a Railcar or Railcars otherwise being transferred from the lien of the Mortgage and (iii) to release all Railcars from the lien of the Mortgage upon payment in full of all amounts due hereunder and under the Mortgage and (iv) to release the Bienes Inmuebles property from the lien of the Bienes Inmuebles Mortgage upon compliance with the provisions of Section 2.3.1 hereof. Upon payment in full of all amounts due hereunder and under the Mortgage, the Escrow Holder shall also cause the release of the ICC Mortgage in the United States. Upon receipt of proper instructions and payment in full of the Casualty Value or other amounts owed, as applicable, the Escrow Holder's attorney in fact will take all actions to release the subject Railcar or Railcars from the lien of the Mortgage and to release the Bienes Inmuebles property from the lien of the Bienes Inmuebles Mortgage. Upon payment in full of all amounts due hereunder, under the Transaction Agreements and the Reserve Agreement, the Stock Pledge shall be released by the Bank upon receipt of an instruction to so release the Stock Pledge from the Escrow Holder. Endasa agrees to pay all costs and expenses, including fees, incurred by the Escrow Holder's attorney in fact, and the Escrow Holder in causing the release of any Railcar from the lien of the Mortgage and the ICC Mortgage, the Bienes Inmuebles property from the lien of the Bienes Inmuebles Mortgage and the Endasa Stock from the Stock Pledge.

The "Casualty Value" of each Railcar suffering a Casualty Occurrence shall mean the greater of (i) the compensation or proceeds received by Endasa from any third party, including insurers, on account of the Casualty Occurrence, or (ii) in the case of an Original Railcar suffering a Casualty Occurrence, that portion of the Original Railcar Purchase Price attributable to such Original Railcar (as itemized on Schedule A-1 hereto), or, in the case of a Supplemental Railcar suffering a Casualty Occurrence, that portion of \$10,212, in each case remaining unpaid on the date as of which such Casualty Value shall be determined, plus interest accrued thereon but unpaid as of such date calculated as provided in Article 2. In determining the unpaid balance attributable to a Railcar suffering a Casualty Occurrence, a fraction of any payment or prepayment of the unpaid balance of the Financed Amount previously made under Articles 2, 7, 9, 10 or 12 hereof shall be deemed to have been allocated and credited to the unpaid balance of each Railcar; the numerator of the fraction shall be (i) in the case of an Original Railcar, the portion of the Original

Railcar Purchase Price set forth next to such Original Railcar on Schedule A-1 hereto or (ii) in the case of a Supplemental Railcar, \$10,212, and the denominator of the fraction shall be the Financed Amount, adjusted for any prior Casualty Occurrence(s).

8. Reports and Inspections.

(a) Reports with Respect to Railcars. On or before March 31 in each year, commencing with March 31, 1986, Endasa shall cause to be furnished to NAC and the Escrow Holder an accurate statement setting forth as at the preceding December 31 the amount, description and numbers of all Railcars that have suffered a Casualty Occurrence during the preceding calendar year (or since the date of this Agreement in the case of the first such statement) and such other information regarding the condition and state of repair of the Railcars as NAC and the Escrow Holder may reasonably request. NAC and the Escrow Holder agree to keep such reports confidential and shall not disclose such reports to anyone except pursuant to court proceedings, or as may be required by law. Endasa agrees to allow NAC and the Escrow Holder, by their agents, to inspect upon reasonable notice the extant and unsold or otherwise transferred Railcars at such reasonable times during normal business hours as NAC and the Escrow Holder may request during the term of this Agreement, provided that such inspection (other than an inspection necessitated by an Event of Default hereunder) shall be at NAC's or the Escrow Holder's cost and expense and shall not require Endasa to assemble the Railcars. Endasa agrees to use its best efforts to cause lessees of Railcars to permit inspection by NAC and the Escrow Holder on the same terms and conditions as are set forth in the immediately preceding sentence, but Endasa shall not be liable for a breach of this covenant if inspection by NAC and the Escrow Holder is prevented by a force majeure event.

(b) Reports with Respect to Events of Default. On each Payment Date, the principal executive officer and the chief financial officer of Endasa shall supply the Escrow Holder a certificate representing and warranting that, as of the Payment Date, to the best knowledge of Endasa, (i) no Event of Default (as defined in Section 13 hereof) has occurred and is continuing; (ii) there exists no condition or circumstance which with the giving of notice or the lapse of time or both shall become an Event of Default (an "Inchoate Default"); and (iii) if an Event of Default or an Inchoate Default exists, the nature thereof and Endasa's intention and planned action to cure the Event of Default or Inchoate Default.

9. Repair and Compliance with Laws and Rules.

Endasa agrees that, at its own cost and expense, it will maintain and keep each Railcar in good order and repair in accordance with industry standards. During the term of this Agreement, Endasa will comply, and will use its best efforts to ensure that every lessee or user of the Railcars will comply, in all respects (including, without limitation, with respect to the use, maintenance and operation of the Railcars) with all laws of the jurisdictions in which its or such lessee's operations involving the Railcars may extend, with the applicable interchange rules of the Association of American Railroads and with all applicable rules of the Department of Transportation, the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Railcars (whether Mexican or American as applicable), to the extent that such laws and rules affect the title, operation or use of the Railcars; and, in the event that such laws or rules require any alteration of any Railcar or in the event that any equipment or appliance on any such Railcar shall be required to be changed or replaced, or in the event that any additional or other equipment or appliance is required to be installed on any such Railcar in order to comply with such laws or rules, Endasa will either (i) make such alterations, changes, replacements and additions at its own expense (provided, however, that Endasa may, in good faith, contest the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of NAC and the Escrow Holder, adversely affect the rights of the Escrow Holder under the Mortgage), or (ii) elect to pay to the Escrow Holder the Casualty Value of the affected Railcars determined in accordance with Article 7 hereof.

10. Possession and Use. Endasa shall be entitled, from and after delivery of the Railcars by NAC, to the possession of the Railcars and the use thereof, subject to all the terms and conditions of the Mortgage.

Endasa hereby grants NAC a security interest in the rentals to be received by Endasa from the lease of the Railcars to any Person. Endasa hereby agrees that any lease for Railcars entered into after the Closing Date and any renewal or extension after the Closing Date of a previously existing lease for such Railcars shall provide that upon an Event of Default as herein defined, the Escrow Holder may give notice to such lessee to commence forwarding its rental payments to the Escrow Holder. In connection with the preceding sentence, Endasa shall furnish a copy of any existing, new or renewal lease to the Escrow Holder, which shall be maintained in confidentiality by the Escrow Holder and shall

not be disclosed by the Escrow Holder to anyone except pursuant to court proceedings or as may be required by law. In addition, Endasa shall give to the Escrow Holder prior to or at the Closing a power of attorney reasonably satisfactory to NAC that permits the Escrow Holder, upon the occurrence of an Event of Default as herein defined, to redirect to the Escrow Holder all rentals to be received from lessees of Endasa on account of leases which were entered into by Endasa prior to the date of this Agreement. Notwithstanding anything herein to the contrary, the Escrow Holder shall not have the right to redirect rents on account of Endasa's leases of the Railcars and a failure by Endasa to forward rents or cause redirection of rents to the Escrow Holder shall not be an Event of Default hereunder if, pursuant to a valid order or judgment of a Mexican court against NAC or the Escrow Holder, Endasa is directed by such court to direct such rentals to a third party as a result of NAC's liability to such third party; provided, however, that Endasa shall (i) give NAC and the Escrow Holder prompt written notice of any proceeding known to Endasa that may result in such an order and (ii) assist NAC and the Escrow Holder in defending against such an order. No such order or judgment shall be sought by Endasa or any Affiliate of Endasa and the seeking of such an order by Endasa or any Affiliate of Endasa shall be an Event of Default hereunder.

11. Prohibition Against Liens. Endasa will pay or discharge any and all sums claimed by any party from, through or under Endasa or its successors or assigns which, if unpaid, might become a lien, charge, security interest or other encumbrance upon or with respect to the Railcars, or any part thereof, or upon or with respect to the interest of the Escrow Holder in the Railcars under the Mortgage, equal or superior to the Escrow Holder's title under the Mortgage, and will promptly discharge any such lien, charge, security interest or other encumbrance which arises, but shall not be required to pay or discharge any such claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner and the nonpayment thereof does not, in the reasonable opinion of NAC and the Escrow Holder, adversely affect the rights of the Escrow Holder in or to the Railcars or under the Mortgage. Any amounts paid by the Escrow Holder or any beneficiary of the Escrow Agreement other than Endasa in discharge of liens, charges or security interests upon the Railcars shall be secured by and under the Mortgage.

This covenant will not be deemed breached by reason of (i) liens for taxes, assessments or governmental charges or levies, in each case not due and delinquent and (ii) under-terminated or inchoate materialmen's, mechanics', workmen's,

repairmen's or other like liens arising in the ordinary course of business and, in each case, not delinquent and (iii) junior liens or encumbrances on the Railcars entered into by Endasa.

12. Assignments, Sales and Transfers. Endasa may transfer the right to possession (but not title) of any of the Railcars only through leases and other agreements (other than sales or final transfers of any kind) entered into by Endasa in the ordinary course of business. Other than leases and other agreements in the ordinary course of business, Endasa may not relinquish possession, sell, assign, transfer or otherwise dispose of any Railcar or Railcars without first having paid the Escrow Holder the Casualty Value of any transferred Railcar.

All or any of the rights, benefits and advantages of NAC and the Escrow Holder under this Agreement, including the right to receive the payments herein provided to be made by Endasa hereunder and under the Promissory Notes and the rights of the NAC Group under Section 2.4, may be assigned by NAC or the Escrow Holder and reassigned by any assignee at any time or from time to time, provided that such assignee shall be subject to all the duties and obligations of NAC and the Escrow Holder and, if applicable, the NAC Group, pursuant to this Agreement and to the provisions of the Escrow Agreement. The transfer or assignment of any right or interest of an Escrow Party under the Escrow Agreement shall not be deemed an assignment or transfer for purposes hereof; provided, however, that transfer by the Escrow Holder of its rights and duties as Escrow Holder shall be deemed a transfer or assignment. Any assignment by NAC or the Escrow Holder shall be in a form reasonably satisfactory to Endasa. No such assignment shall relieve Endasa of its obligations to NAC and the Escrow Holder contained or referred to herein, or any other obligation which, according to its terms and context, is intended to survive an assignment. Endasa and Grupo Tiger hereby consent to the assignment to the Escrow Holder of this Agreement, the Mortgage, the Promissory Notes, the Bienes Inmuebles Mortgage and the Stock Pledge; such assignment and all the rights conveyed thereby shall inure to the benefit of the Escrow Holder's successors and assigns.

Upon any such assignment, either the assignor or the assignee shall give written notice to Endasa together with a counterpart or copy of such assignment, stating the identity and post office address of the assignee, and such assignee shall, by virtue of such assignment, acquire all the assignor's rights, title and interest in and to the Railcars and all of the assignor's rights and obligations under this Agreement, the Promissory Notes, the Bienes Inmuebles Mortgage, the Stock Pledge and the Mortgage or in and to a

portion thereof, as the case may be, subject only to such reservations as may be contained in such assignment. From and after the receipt by Endasa of the notification of any such assignment, all payments thereafter to be made by Endasa under this Agreement, the Promissory Notes, the Bienes Inmuebles Mortgage, the Mortgage or the Stock Pledge shall, to the extent so assigned, be made to the assignee in such manner as it may direct in a commercially reasonable manner.

13. Defaults. Any one or more of the following shall constitute an Event of Default hereunder and under the Promissory Notes, the Mortgage, the Stock Pledge and the Bienes Inmuebles Mortgage, if such Event of Default shall occur and be continuing:

(a) Endasa shall fail to pay in full any sum payable by it under this Agreement, the Promissory Notes (subject to the provisions of Section 2.2.5(f) hereof), the Bienes Inmuebles Mortgage or the Mortgage (including amounts due from Endasa to NAC under leases of railcars (including the Supplemental Railcars) not sold by NAC to Endasa hereunder) when payment thereof shall be due hereunder or thereunder and such default shall continue for thirty (30) days after the applicable Payment Date; or

(b) Endasa or any of its Affiliates shall fail or refuse to comply with any other material covenant, agreement, term or provision of this Agreement, the Mortgage, the Promissory Notes, the Stock Pledge, any Ancillary Agreement or the Bienes Inmuebles Mortgage or to make provisions satisfactory to the Escrow Holder for such compliance (collectively, a "Breach") for more than the earlier of (i) 60 days from the date Endasa learned of such Breach or (ii) 30 days from the date the Escrow Holder gives written notice of the Breach and a demand for cure thereof; or

(c) Any representation or warranty of Endasa contained herein or in the quarterly certificate of nondefault required by Section 8(b) hereof shall prove to have been untrue in any material respect (a "Misstatement") and the same shall continue for more than the earlier of (i) 60 days from the date Endasa learned of the Misstatement or (ii) 30 days from the date the Escrow Holder shall have given notice of demand in writing for the cure of the Misstatement; or

(d) Any proceeding shall be commenced by or against Endasa for any relief which includes any modification of the obligations of Endasa hereunder, under any bankruptcy or insolvency law, or law relating to the relief of debtors, readjustment of indebtedness, reorganization,

arrangement, composition or extension (other than a law which does not permit any readjustment of the obligations of Endasa under this Agreement, the Promissory Notes, the Stock Pledge, the Bienes Inmuebles Mortgage or the Mortgage), and, either (i) such proceedings shall not have been dismissed, nullified, stayed or otherwise rendered ineffective within sixty (60) days from the commencement thereof (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), or (ii) all the obligations of Endasa under this Agreement, the Promissory Notes, the Stock Pledge, the Bienes Inmuebles Mortgage and the Mortgage shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed for Endasa or for its property in connection with any proceedings within 30 days after such appointment, if any, in such manner that such obligations shall have the same status as obligations incurred by such trustee or trustees or receiver or receivers, whichever of (i) or (ii) shall be earlier; or

(e) An event of default by Endasa or its Affiliates shall occur and be continuing under the Promissory Notes, the Mortgage, the Stock Pledge, any Ancillary Agreement, the Bienes Inmuebles Mortgage or any lease of railcars by NAC to Endasa (including the Supplemental Railcars);

(f) Endasa shall make or suffer any unauthorized assignment or transfer of this Agreement, the Mortgage, the Bienes Inmuebles Mortgage or any interest herein or therein or any unauthorized transfer of the right to possession of any Railcar without complying with the terms of this Agreement, the Mortgage and the Bienes Inmuebles Mortgage, as applicable.

Subject to any arbitration required by Section 19.4 hereof, if applicable, at any time after the occurrence of such an Event of Default, the Escrow Holder may, upon fifteen (15) days' written notice to Endasa exercise any and all rights and remedies it and/or the Escrow Parties (or any of them) may have under this Agreement and/or the Mortgage and/or the Bienes Inmuebles Mortgage and/or the Stock Pledge and/or the Escrow Agreement and/or Mexican law, including, without limitation, the right to declare (herein called a "Declaration of Default") the entire unpaid indebtedness under the Promissory Notes, together with the interest thereon then accrued and unpaid, immediately due and payable, without further demand, and thereafter the aggregate of the unpaid balance of such indebtedness and interest shall bear interest from the date of such Declaration of Default at one hundred (100) basis points over the rate of interest applicable on the date of the Event of Default to the extent legally

enforceable, and/or direct Endasa and any lessee of Endasa to commence forwarding to the Escrow Holder all rentals received or to be received by Endasa on account of the lease of any of the Railcars pursuant to any provision of any such lease and pursuant to the power of attorney granted by Endasa to the Escrow Holder for such purposes. Upon a Declaration of Default (except as otherwise provided herein), the Escrow Holder shall be entitled to recover judgment for the entire unpaid balance of the Financed Amount with interest as aforesaid, and foreclose on the Mortgage and/or the Bienes Inmuebles Mortgage, and pursue the Stock Pledge (subject to arbitration as provided herein), and any or all of said remedies and any other remedies available under law or equity. NAC and the Escrow Holder shall use their best efforts to notify Endasa promptly of any event which has come to its attention which constitutes, or, with the giving of notice and/or lapse of time would constitute, an Event of Default under this Agreement.

The Escrow Holder may, at its election, waive any such Event of Default and its consequences and rescind and annul any Declaration of Default and thereupon the respective rights of the parties shall be as they would have been if no such Event of Default had occurred and no Declaration of Default had been made or given. Notwithstanding the provisions of this paragraph, it is expressly understood and agreed by Endasa that time is of the essence in this Agreement and that no such waiver, rescission or annulment shall extend to or affect any other or subsequent default or impair any rights or remedies consequent thereon.

14. Remedies. At any time during the continuance of an uncured Declaration of Default, the Escrow Holder may (subject to compliance with Section 19.4 or 19.4(a) hereof, as applicable) pursue any remedy provided in the Mortgage, the Bienes Inmuebles Mortgage, the Promissory Notes, the Stock Pledge or any other legal remedy.

If the Escrow Holder shall after appropriate proceedings receive possession of the Railcars pursuant to this Agreement and the Mortgage and shall designate a reasonable point or points for the delivery of the Railcars to the Escrow Holder, Endasa shall, at its own cost, expense and risk, forthwith and in the usual manner, cause the Railcars to be moved to such point or points and shall there deliver the Railcars or cause them to be delivered to the Escrow Holder; provided, however, that Endasa shall be liable only for the expense of returning the Railcars to Ranger, Texas, and any additional expense incurred in returning the Railcars to a location other than Ranger, Texas, shall be borne by the Escrow Holder.

Each and every power and remedy hereby specifically given to the Escrow Holder shall be in addition to every other power and remedy hereby specifically given or now or hereafter existing at law or in equity, and each and every power and remedy may be exercised from time to time and as often and in such order as may be deemed expedient by the Escrow Holder. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others except as expressly provided in this Article 14. No delay or omission of the Escrow Holder in the exercise of any such power or remedy and no renewal or extension of any payments due hereunder shall impair any such power or remedy or shall be construed to be a waiver of any default or an acquiescence therein except as expressly provided in this Article 14. Any extension of time for payment hereunder or other indulgence duly granted by the Escrow Holder to Endasa shall not otherwise alter or affect the Escrow Holder's rights or Endasa's obligations hereunder. The Escrow Holder's acceptance of any payment after it shall have become due hereunder shall not be deemed to alter or affect Endasa's obligations or the Escrow Holder's rights hereunder with respect to any subsequent payments or default therein.

If, after applying all sums realized by the Escrow Holder on foreclosure of the Mortgage, there shall remain a surplus in the possession of the Escrow Holder, such surplus shall be paid to Endasa.

If, after applying all sums of money realized by the Escrow Holder under the remedies provided in the Mortgage, there shall remain any amount due to the Escrow Holder under the provisions of this Agreement, the Bienes Inmuebles Mortgage or the Mortgage, Endasa shall pay the amount of such deficiency to the Escrow Holder upon demand; and, if Endasa shall fail to pay such deficiency, the Escrow Holder may bring suit therefor and shall be entitled to receive a judgment therefor against Endasa. The Escrow Holder concurrently or otherwise may pursue its rights under the Stock Pledge and the Bienes Inmuebles Mortgage.

Except as provided below, Endasa will pay all reasonable, itemized expenses, including attorneys' fees, incurred by the Escrow Holder in successfully enforcing its remedies under the terms of this Agreement, the Promissory Notes, the Bienes Inmuebles Mortgage, the Stock Pledge, and the Mortgage. In the event that either Endasa or the Escrow Holder shall bring any suit to enforce any of its rights hereunder or thereunder and shall be entitled to judgment, then in such suit, the prevailing party may recover reasonable expenses, including reasonable attorneys' fees, and the amount

thereof shall be included in such judgment. The benefits of this paragraph shall inure to the benefit of the Escrow Holder's successor and assigns.

The foregoing provisions of this Article 14 are subject in all respects to all mandatory legal requirements at the time in force and applicable thereto.

15. Applicable Laws. Any provision of this Agreement prohibited by any applicable law of any jurisdiction (which is not overridden by applicable federal or foreign law) shall, as to such jurisdiction, be ineffective, without modifying the remaining provisions of this Agreement or, if necessary to preserve the economic intent of the parties as demonstrated by the Transaction Agreements, shall be replaced by a valid provision expressing such economic intent as closely as possible. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby waived by all parties hereto to the full extent permitted by law, it being the intention of the parties hereto that this Agreement shall be deemed to be a document of sale secured by a mortgage and enforced as such.

16. Recording. Endasa shall cause a deed for the Railcars meeting the requirements of Mexican law, the Mortgage, the Bienes Inmuebles Mortgage, this Agreement (if necessary to cause the sums due hereunder to be secured by the Mortgage) and any amendments or supplements hereto or thereto to be filed and recorded in Registro Publico de la Propiedad del Distrito Federal (hereinafter "D.F.") and the ICC Mortgage to be filed and recorded with the ICC; and Endasa shall from time to time do and perform any other administrative recording act in the D.F. and before the ICC and shall execute, acknowledge, deliver, file, register, deposit, record, refile and re-record in the D.F. and with the ICC any and all further instruments, and take any and all actions, required by law or reasonably requested by NAC (if it shall exist at the time) and the Escrow Holder for the purpose of proper protection and continuation of the Mortgage, the Bienes Inmuebles Mortgage, the Stock Pledge, the Escrow Agreement and NAC's and the Escrow Holder's rights under this Agreement or for the purpose of carrying out the intention of this Agreement; and Endasa will promptly furnish to NAC and the Escrow Holder certificates or other evidence satisfactory to NAC and the Escrow Holder of such filing, registering, depositing, recording and re-recording. NAC agrees to act as Endasa's agent in accomplishing the ICC filing. Endasa agrees to pay any costs or expenses for filing or recording the Mortgage in the D.F. and the ICC Mortgage with the ICC and, with proper substantiation, the same may be deducted from

the Initial Payment following the date such expense or cost was incurred by Endasa. Endasa agrees to pay any costs or expenses for refiling or re-recording the Mortgage in the D.F and the ICC Mortgage with the ICC and, with proper substantiation, the same may be deducted from the installment of the Financed Amount due on the Payment Date following the date such expense or cost was incurred by Endasa.

17. Article Headings; Effect and Modification of Agreement. All article headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

This Agreement, including the Schedules and Exhibits hereto, together with the Promissory Notes, the Mortgage, the Bienes Inmuebles Mortgage, the Escrow Agreement and the Stock Pledge, completely state the rights of NAC, the Escrow Holder and Endasa with respect to the Railcars and supersedes all other agreements, oral or written, with respect to the Railcars. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of NAC (if it shall then be in existence), the Escrow Holder and Endasa.

18. Notice. Any notice, consent, request, instructions, approval or other communications required or permitted under this Agreement or any other document or instruments delivered in connection herewith shall be deemed to have been validly given, made or served if in writing and delivered personally, or upon receipt as shown on the receipt therefor upon dispatch by international courier (which shall be an international courier that provides a signed receipt for delivery) with confirmation of receipt requested, properly addressed, or upon receipt of an ANSWER BACK if notice is given by telex and then confirmed by international courier to the respective party to whom such notice, consent, instructions, approval or other communication relates, at the following addresses:

If to NAC:

North American Car Corporation
33 West Monroe St.
Chicago, Illinois USA 60603
Attention: President
Telex: 255222

General Counsel
Tiger International, Inc.
1888 Century Park East
Los Angeles, California 90067
USA
Telex: 696198 TIGER INTL LSA

With a copy to:

Thomas E. McLain, Esq.
Manatt, Phelps, Rothenberg & Tunney
11355 West Olympic Boulevard
Los Angeles, California 90064
USA
Telex: 215653 MPR&T UR

If to the Escrow Holder:

Meridian Trust Company
35 North 6th Street
Reading, PA 19601
Attn: Doris Krick

With a copy to:

Nancy Hengen
Haight, Gardner, Poor &
Havens
One State Street Plaza
New York, NY 10004

If to Endasa:

Director General
Endasa, S.A. de C.V.
Ejercito Nacional 579-1
Mexico 11520 D.F.
Mexico
Telex: 1771231 TIGRME

With a copy to:

Lic. Luis Cantu
Creel Abogados, S.C.
Bosque De Ciruelos 304-2
Mexico 11700, D.F.
Mexico
Telex: 1777532 CRELAB

and to:

David M. Ostfeld, Esq.
Chamberlain, Hrdlicka, White, Johnson &
Williams
1400 Citicorp Center
1200 Smith Street
Houston, Texas 77002
Telex: 79-1042 CHWJW-HOU

If to Grupo Tiger:

Director General
Grupo Tiger, S.A.
Ejercito Nacional 579-1
Mexico 11520 D.F.
Mexico
Telex: 1771231 TIGRME

With a copy to:

Lic. Luis Cantu
Creel Abogados, S.C.
Bosque De Ciruelos 304-2
Mexico 11700, D.F.
Mexico
Telex: 1777532 CRELAB

and to:

David M. Ostfeld, Esq.
Chamberlain, Hrdlicka, White, Johnson &
Williams
1400 Citicorp Center
1200 Smith Street
Houston, Texas 77002
Telex: 79-1042 CHWJW-HOU

or such other address as shall be furnished in writing by
any party hereto to the other parties.

19. Indemnification and Arbitration.

19.1 NAC. NAC agrees to indemnify and hold
Endasa and its Affiliates harmless from and against all
claims, causes of action, losses, damages, costs and expenses
(including reasonable attorneys' and accountants' fees and
expenses) and liabilities arising out of, in connection with
or attributable to any breach by NAC of any material warranty,
representation or covenant made by NAC and contained in this

Agreement. The Escrow Holder in its individual capacity shall not be liable for any breach by NAC of this Agreement.

19.2 Endasa. Endasa agrees to indemnify and hold NAC and its Affiliates and the Escrow Holder harmless from and against all claims, causes of action, damages, losses, costs and expenses (including reasonable attorneys' and accountants' fees and expenses) and liabilities arising out of or in connection with or attributable to any breach of any material warranty, representation or covenant made by Endasa and contained in this Agreement, the Mortgage, the Stock Pledge and the Bienes Inmuebles Mortgage applicable to Endasa and Endasa's acts or omissions from and after the date hereof.

The indemnification provisions set forth above shall survive the consummation of the transactions contemplated in this Agreement until all applicable statutes of limitation in Mexico have expired. The term "material" as used hereinabove shall mean any representation, warranty or covenant the breach of which causes the other party or parties hereto to incur damages, losses, costs and expenses and/or to be subject to claims or causes of action in an amount greater than \$5,000 as a result of any single breach or \$25,000 in the aggregate for all such breaches under this Agreement.

19.3 Notice and Defense. Subject to the limitations set forth hereinbelow, the obligations and liabilities of the indemnifying party under Sections 19.1 and 19.2 hereof ("Indemnity Sections") with respect to claims resulting from the assertion of liability by the other party shall be subject to the following terms and conditions:

19.3.1 The indemnified party shall give prompt written notice to the indemnifying party of any claim which might give rise to a claim by the indemnified party against the indemnifying party based on the Indemnity Sections stating the nature and basis of said claims and the amounts thereof, to the extent known.

19.3.2 In the event any action, suit or proceeding is brought against the indemnified party with respect to which the indemnifying party may have liability under the Indemnity Sections, the action, suit or proceeding shall, upon the written acknowledgment by the indemnifying party that it is obligated to indemnify under the Indemnity Sections, be defended (including all proceedings and appeals) by the indemnifying party. The indemnified party shall have the right to employ its own counsel in such case, and the fees and expenses of such counsel shall be at the

indemnified party's own expense. In the event the indemnifying party fails to acknowledge its obligation to indemnify as provided above, the indemnified party shall have the right to conduct its own defense and to pursue its right to indemnity in an arbitration proceeding pursuant to Section 19.4 hereof. If the Arbitration Panel shall determine that the indemnified party is entitled to indemnification, the indemnifying party shall pay the cost of the indemnified party's defense. Unless the indemnified party is directing its own defense, it shall be kept fully informed by the indemnifying party. Each party hereto shall make available to the other party and its attorneys and accountants all books, records and files of such party relating to such proceedings or litigation, other than communications covered by the attorney-client privilege under California law, and the parties hereto agree to render such assistance as they may reasonably require of each other in order to insure a proper and adequate defense.

19.3.3 Neither party hereto shall make any settlement of any claim subject to indemnity under the Indemnity Sections without the prior written consent of the other party, which consent shall not be withheld or delayed unreasonably (and any dispute with regard thereto being subject to the arbitration provisions hereof); provided, however, that if a party hereto claims indemnification from another party hereto pursuant to the terms of this Agreement and such party fails or refuses to pay such indemnification, the requesting party may settle the claim without the consent of the other party and the duty of such party to indemnify and the reasonableness of the settlement shall be determined by arbitration as provided in Section 19.4 hereof.

19.4 Arbitration. In the event (i) any party hereto claims indemnification from another party hereto and such claim is disputed or a party fails or refuses to defend against a cause of action or claim as provided above in Section 19.3 or (ii) any dispute arises in connection with any party's rights, duties or obligations under this Agreement, the Mortgage, the ICC Mortgage, the Bienes Inmuebles Mortgage or the Stock Pledge, any and every such dispute shall be settled by binding arbitration, provided, however, that (i) the Escrow Holder shall not be required to pursue arbitration prior to enforcement of its remedies (other than as hereinafter provided with respect to the Stock Pledge) upon an Event of Default arising under Section 13(a) hereof except in the case of a dispute regarding credits allegedly due to Endasa pursuant to Section 2.2.3(b) hereof and (ii) disputes concerning the amount due from Endasa on any Payment Date on account of credits allegedly due under Sections 2.2.3(a) and 2.2.3(b) hereof shall be governed by Section 19.4(a) hereof. The party requesting indemnification,

interpretation or offset shall notify the Escrow Holder and the adverse party of its intention to arbitrate (the "Arbitration Notice") within thirty (30) calendar days of the event or circumstance giving rise to the Arbitration Notice. Within ninety (90) days of the mailing of the Arbitration Notice, the dispute shall be settled by final and binding arbitration in accordance with the rules then obtaining under the provisions of the California Code of Civil Procedure, Sections 1280 et seq. and the arbitration shall be conducted in Los Angeles, California; provided, however, that any dispute regarding the Stock Pledge shall be arbitrated in Mexico by La Camera Comercio de la Cuidad de Mexico (the Chamber of Commerce of Mexico City) in accordance with the rules of procedure of that body to the extent that such rules of procedure are not inconsistent with the provisions of this paragraph. Each party shall, within ten (10) business days after the giving of the Arbitration Notice, appoint an arbitrator and the two (2) arbitrators so appointed shall, within five (5) business days after notice is given that the second of them has been appointed, appoint a third arbitrator, and such arbitrators shall constitute the "Arbitration Panel," and the decision of the majority as to any dispute shall be binding on all parties. If the two (2) arbitrators selected by the parties are unable to agree upon the third arbitrator within such five (5) business day period, either party may apply to the Los Angeles County Superior Court or the La Camera Comercio de la Cuidad de Mexico, as the case may be, for the appointment of a third arbitrator. If either party fails to appoint an arbitrator within five (5) business days of the giving of the Arbitration Notice, the arbitrator appointed by the other party shall be deemed the "Arbitration Panel" and his decision as to any dispute shall be binding on all parties. Each party shall make available to the Arbitration Panel all books, records and other information requested by a majority of the Arbitration Panel. Such materials are to be made available to the Arbitration Panel at such times as are deemed necessary by the Arbitration Panel to make its decision as herein provided. The Arbitration Panel may, in its discretion, and as a cost of arbitration, employ experts to assist it in making its determination. The Arbitration Panel shall, prior to rendering its determination, afford each of the parties an opportunity, orally or in writing, as the Arbitration Panel may deem appropriate, to express its point of view as to the proper determination of such matters; provided, however, that (i) either party submitting written materials shall be required to deliver a copy of such written materials to the other party and such other party shall have the opportunity to submit a written reply, and (ii) either party submitting oral statements shall afford the other party a reasonable opportunity to be present at the time of making such oral

statements and to object to oral testimony, cross-examine witnesses and present rebuttal witnesses. The parties, at their expense, may engage experts for the purpose of presenting evidence to the Arbitration Panel. Each party shall have reasonable access during normal business hours to such books, records and other data as are reasonably necessary to analyze the dispute under consideration with the right to copy any of the same at its expense. The Arbitration Panel shall diligently pursue the determination of any dispute under consideration and shall render its decision within thirty (30) business days after submission of the dispute to it. The parties agree that the decision of the Arbitration Panel shall be final and binding and may be enforced in any court of competent jurisdiction. No judicial enforcement shall be sought unless the party seeking enforcement gives the party against whom enforcement is sought ten (10) business days from the date the Arbitration Panel renders its decision to comply with such decision. Each party's cost of arbitration, attorneys' fees and costs of experts shall be borne in such proportion as the Arbitration Panel may determine. In the event Endasa claims indemnification or offset from NAC pursuant to the terms of this Agreement, the only recourse shall be as provided above, and Endasa shall not have any right of offset under any other agreement with NAC or its affiliates and shall not be entitled to offset prior to the decision of the Arbitration Panel.

19.4(a) On each Payment Date, Endasa shall, concurrently with the transfer of funds to the Escrow Holder, supply to the Escrow Holder a certificate signed by the chief financial officer of Endasa (the "Calculation Certificate") setting forth in reasonable detail Endasa's calculation of the amount due from Endasa to the Escrow Holder on such Payment Date. If the Escrow Holder objects to the Calculation Certificate, the Escrow Holder shall within thirty (30) calendar days of the Escrow Holder's receipt of the Certificate of Calculation, give notice of such objection to Endasa setting forth in reasonable detail the basis of such objection. Any dispute between the Escrow Holder and Endasa other than a dispute involving the application of credits allegedly due to Endasa under Section 2.2.3(b) hereof must be resolved within fifteen (15) business days of Endasa's receipt of the Escrow Holder's notice of objection. If such dispute is not resolved within such period, the Escrow Holder may make a Declaration of Default with respect thereto in accordance with Section 13 hereof; provided, however, that Endasa's payment under protest of the amount claimed by the Escrow Holder to be owed shall not be deemed a waiver of Endasa's right to arbitrate under Section 19.4 its obligation to pay such amount. With respect to any dispute regarding credits allegedly due Endasa pursuant

to Section 2.2.3(b) hereof, Endasa and the Escrow Holder must resolve such dispute within ten (10) business days of Endasa's receipt of the Escrow Holder's notice of objection or, if not so resolved, Endasa must, within fifteen (15) days of Endasa's receipt of the Escrow Holder's notice of objection, either (i) pay to the Escrow Holder the difference between the amount paid by Endasa on the Payment Date and the amount claimed by the Escrow Holder (the "disputed amount") or (ii) submit an Arbitration Notice to the Escrow Holder together with one-half (1/2) of the disputed amount, in which event the parties shall commence the arbitration procedure outlined in Section 19.4 above. The funds paid by Endasa pursuant to (ii) above shall be held by the Escrow Holder in an interest-bearing account pending determination by the Arbitration Panel of the amount, if any, owed by Endasa. Any payment made by Endasa pursuant to an arbitration award shall be credited as if paid on a date selected by the Arbitration Panel.

19.5 Limitation. The amount of aggregate obligations for indemnification or for breach of any representation, warranty or covenant of NAC pursuant to this Agreement shall be limited to the sum of all monies paid or to be paid by Endasa to the Escrow Holder pursuant to this Agreement. Provided the amount of any award to Endasa is less than the amount remaining due to the Escrow Holder under this Agreement, the amount of the award shall be offset against future payments hereunder in equal amounts over the remainder of the term of this Agreement.

20. Law Governing. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of California; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. §11303 (the Interstate Commerce Act) and such additional rights arising out of the filing, recording or deposit of this Agreement, the Mortgage, the ICC Mortgage, the Bienes Inmuebles Mortgage, the Stock Pledge or any other document contemplated hereby, if any, and of any assignment hereof, as shall be conferred by the laws of the several jurisdictions in which this Agreement, any assignment hereof, the Mortgage, the ICC Mortgage, the Bienes Inmuebles Mortgage, the Stock Pledge or any other document contemplated hereby shall be filed, recorded or deposited.

21. Severability. The provisions of this Agreement shall be severable, and if any provision shall be invalid, void or unenforceable, in whole or in part, for any reason, the remaining provisions shall remain in full force and effect, and such invalid provision shall be replaced by such valid provision as comes closest to the economic intent

of the parties as demonstrated by this Agreement and the Transaction Agreements.

22. Further Assurances and Cooperation. On request and subject, if applicable, to the express provisions of Article 7 hereof, each of the parties hereto shall promptly execute, acknowledge and deliver any and all additional papers, including without limitation any documents necessary to file the ICC Mortgage with the ICC, documents and other assurances and do any and all acts and things necessary and desirable to carry out the rights and obligations of the parties.

23. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original of one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for all of the other counterparts.

24. Liability of Escrow Holder Limited. NAC, Endasa and Grupo Tiger each acknowledge and agree that the Escrow Holder is entering into this Agreement solely in its capacity as Escrow Holder under the Escrow Agreement and that the Escrow Holder shall not be liable in its individual capacity under any circumstances whatsoever with respect to the transactions contemplated hereby except as otherwise expressly provided herein and in the Escrow Agreement.

25. Bankruptcy Matters.

25.1 In the event it is determined that Endasa has a valid claim against NAC pursuant to Section 19.1 hereof, it is understood and agreed that to the extent that such claim cannot be satisfied pursuant to Section 19.5 hereof, such claim shall be deemed an administrative claim entitled to priority under 11 U.S.C. §507(a)(1).

25.2. It is understood and agreed that this Agreement cannot be modified to affect the rights of Grupo Tiger, Endasa or Bienes Inmuebles by any plan of reorganization confirmed, or to be confirmed, by NAC in the NAC bankruptcy case or subsequent bankruptcy case of NAC.

25.3 The effectiveness of this Agreement as to the Original Railcars is conditioned upon the entry of an order by the Bankruptcy Court of TLG (or NAC) upon the "Motion for an Order Permitting Sale of Receivables and Railcars to Affiliated Mexican Entities Free and Clear of Liens and Claims" and, as to the Supplemental Railcars, upon the

entry of an order by the Bankruptcy Court of an order permitting the sale of the Supplemental Railcars.

26. English Translations of Spanish Documents.

The parties hereto agree that the following translations into English from the counterpart Spanish originals constitute true, accurate and correct translations, and the English translations may be used in any arbitration proceeding under Section 19.4 or 19.4(a) hereof and for any other purpose:

(i) the Bienes Inmuebles Mortgage attached hereto as Exhibit G; (ii) the Mortgage attached hereto as Exhibit H; (iii) the Stock Pledge attached hereto as Exhibit I; (iv) the Deposit Agreement attached hereto as Exhibit J; (v) the Power of Attorney attached hereto as Exhibit K; (vi) the Power of Attorney attached hereto as Exhibit L; (vii) the Assignment Agreement attached hereto as Exhibit M; and (viii) the English translation of the Promissory Note that appears on the same page as the Spanish text of the Promissory Note.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the undersigned parties have
hereunto set their hands as of September 23, 1985.

NORTH AMERICAN CAR CORPORATION
("NAC"), Debtor in Possession

By 
Its Vice President

ENDASA, S.A. de C.V.
("ENDASA")

By _____
Its _____

GRUPO TIGER, S.A.
("Grupo Tiger")

By _____
Its _____

MERIDIAN TRUST COMPANY,
Not in Its Individual Capacity
But Solely as Escrow Holder
("Escrow Holder")

By _____
Its _____

I, MARY JOSEPHINE KRIPS, a Notary Public in and for the County of Cook, State of Illinois, DO HEREBY CERTIFY that JEROME P. FRETT is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 23rd day of September, 1985.

Mary Josephine Krups
Notary Public

My Commission Expires
November 29, 1987

IN WITNESS WHEREOF, the undersigned parties have
hereunto set their hands as of September 23, 1985.

NORTH AMERICAN CAR CORPORATION
("NAC"), Debtor in Possession

By _____
Its _____

ENDASA, S.A. de C.V.
("ENDASA")

By _____
Its _____ *Attorney & Counsel*

GRUPO TIGER, S.A.
("Grupo Tiger")

By _____
Its _____ *Attorney & Counsel*

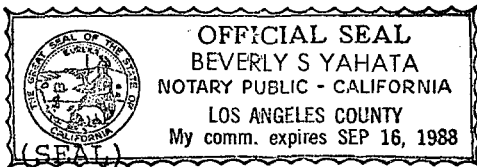
MERIDIAN TRUST COMPANY,
Not in Its Individual Capacity
But Solely as Escrow Holder
("Escrow Holder")

By _____
Its _____

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On Sept. 23, 1985, before me a Notary Public in and for said state personally appeared John Detmold known to me to be the ATTORNEY IN FACT of Endasa, S.A. de C.V., one of the corporations that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that John Detmold is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed with official seal the day and year in this certificate first above written.



Beverly S. Yahata
Notary Public

My commission expires: 9-16, 1988

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On Sept. 23, 1985, before me a Notary Public in and for said state personally appeared John Detmold known to me to be the ATTORNEY IN FACT of Grupo Tiger, S.A., one of the corporations that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that John Detmold is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed with official seal the day and year in this certificate first above written.



Beverly S. Yahata
Notary Public

(SEAL)

My commission expires: 9-16, 1988

IN WITNESS WHEREOF, the undersigned parties have
hereunto set their hands as of September 23, 1985.

NORTH AMERICAN CAR CORPORATION
("NAC"), Debtor in Possession

By _____
Its _____

ENDASA, S.A. de C.V.
("ENDASA")

By _____
Its _____

GRUPO TIGER, S.A.
("Grupo Tiger")

By _____
Its _____

MERIDIAN TRUST COMPANY,
Not in Its Individual Capacity
But Solely as Escrow Holder
("Escrow Holder")

By _____ *[Signature]*
Its _____ *[Signature]*

Sworn to and subscribed before me this *23rd* day
of *September* A.D., 1985

[Signature]

Notary Public

My commission expires: *March 10, 1986*
Reading, Berks County, Pennsylvania

Rec. No. 14793

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	MRRX002902	010111	RP 30'-59'11	\$400.00
1	MRRX002904	010113	RB 46'-55'11	\$400.00
1	MRRX002905	010095	RB 46'-55'11	\$400.00
1	MRRX002913	010117	RB 46'-55'11	\$400.00
1	MRRX002914	010095	RB 46'-55'11	\$400.00
1	MRRX002917	010098	RB 46'-55'11	\$400.00
1	MRRX002919	010100	RP 30'-59'11	\$400.00
1	MRRX002920	010120	RB 46'-55'11	\$400.00
1	MRRX002922	010103	RP 30'-59'11	\$400.00
1	MRRX002923	010122	RB 46'-55'11	\$400.00
1	MRRX002925	010123	RB 46'-55'11	\$400.00
1	MRRX002928	010109	RB 46'-55'11	\$400.00
1	MRRX002930	010082	RB 46'-55'11	\$400.00
1	MRRX002932	010084	RB 46'-55'11	\$400.00
1	MRRX002934	010092	RP 30'-59'11	\$400.00
1	MRRX002935	010093	RP 30'-59'11	\$400.00
1	MRRX002937	010101	RB 46'-55'11	\$400.00
1	MRRX002940	010102	RB 46'-55'11	\$400.00
1	MRRX002941	010104	RP 30'-59'11	\$400.00
1	MRRX002946	010127	RB 46'-55'11	\$400.00
1	MRRX002947	010128	RB 46'-55'11	\$400.00
1	MRRX002949	010130	RB 46'-55'11	\$400.00
1	MRRX002950	010131	RB 46'-55'11	\$400.00
1	MRRX002952	010133	RB 46'-55'11	\$400.00
1	MRRX002953	010134	RP 30'-59'11	\$400.00
1	MRRX002966	010149	RP 30'-59'11	\$400.00
1	MRRX002969	010153	RB 46'-55'11	\$400.00
1	MRRX002970	010155	RB 46'-55'11	\$400.00
1	MRRX002976	010164	RB 46'-55'11	\$400.00
1	MRRX002977	010167	RB 46'-55'11	\$400.00
1	MRRX002978	010168	RB 46'-55'11	\$400.00
1	MRRX002979	010169	RB 46'-55'11	\$400.00
1	MRRX002982	009937	RB 46'-55'11	\$400.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	MRRX002983	009938	RP 30'-59'-11	\$400.00
1	MRRX002984	009939	RB 46'-55'-11	\$400.00
1	MRRX002987	009942	RP 30'-59'-11	\$400.00
1	MRRX002988	009943	RB 46'-55'-11	\$400.00
1	MRRX002993	009948	RP 30'-59'-11	\$400.00
1	MRRX002994	009949	RB 46'-55'-11	\$400.00
1	MRRX002995	009950	RB 46'-55'-11	\$400.00
1	MRRX002999	009957	RB 46'-55'-11	\$400.00
1	NADX000450	301555	RB 30'-45'-11	\$400.00
1	NADX000452	301576	RB 30'-45'-11	\$400.00
1	NADX000456	301579	RB 30'-45'-11	\$400.00
1	NADX000459	301597	RB 30'-45'-11	\$400.00
1	NADX000462	301566	RB 30'-45'-11	\$400.00
1	NADX000463	301569	RB 30'-45'-11	\$400.00
1	NADX000469	301567	RB 30'-45'-11	\$400.00
1	NADX000471	301570	RB 30'-45'-11	\$400.00
1	NADX000472	301571	RB 30'-45'-11	\$400.00
1	NADX000602	042001	RB 46'-55'-11	\$400.00
1	NADX000605	042003	RB 46'-55'-11	\$400.00
1	NADX000606	042009	RB 46'-55'-11	\$400.00
1	NADX000607	042014	RB 46'-55'-11	\$400.00
1	NADX000618	041975	RB 46'-55'-11	\$400.00
1	NADX000619	010179	RB 30'-45'-11	\$400.00
1	NADX000625	210014	RB 30'-45'-11	\$400.00
1	NADX000626	042287	RB 46'-55'-11	\$400.00
1	NADX000630	042282	RB 46'-55'-11	\$400.00
1	NADX000640	010029	RB 30'-45'-11	\$400.00
1	NADX000641	210013	RB 30'-45'-11	\$400.00
1	NADX000646	009969	RB 30'-45'-11	\$400.00
1	NADX000678	042825	RB 46'-55'-11	\$400.00
1	NADX000679	042828	RB 46'-55'-11	\$400.00
1	NADX000682	042848	RB 46'-55'-11	\$400.00
1	NADX000685	042850	RB 46'-55'-11	\$400.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAD1000686	009958	RB 30'-45'-11	\$400.00
1	NAD1000695	009973	RB 30'-45'-11	\$400.00
1	NAD1000720	041235	RB 46'-55'-11	\$400.00
1	NAD1000722	041195	RB 46'-55'-11	\$400.00
1	NAD1000734	040002	RB 46'-55'-11	\$400.00
1	NAD1000736	040004	RB 46'-55'-11	\$400.00
1	NAD1023004	023004	RS 30'-45'-11	\$400.00
1	NAD1023014	023014	RS 30'-45'-11	\$400.00
1	NAD1023023	023023	RS 30'-45'-11	\$400.00
1	NAD1023025	023025	RS 30'-45'-11	\$400.00
1	NAD1023026	023026	RS 30'-45'-11	\$400.00
1	NAD1023027	023027	RS 30'-45'-11	\$400.00
1	NAD1023027	023027	RS 30'-45'-11	\$400.00
1	NAD1023030	023030	RS 30'-45'-11	\$400.00
1	NAD1023032	023032	RS 30'-45'-11	\$400.00
1	NAD1023033	023033	RS 30'-45'-11	\$400.00
1	NAD1023034	023034	RS 30'-45'-11	\$400.00
1	NAD1023035	023035	RS 30'-45'-11	\$400.00
1	NAD1023038	023038	RS 30'-45'-11	\$400.00
1	NAD1023039	023039	RS 30'-45'-11	\$400.00
1	NAD1023042	023042	RS 30'-45'-11	\$400.00
1	NAD1023043	023043	RS 30'-45'-11	\$400.00
1	NAD1023045	023045	RS 30'-45'-11	\$400.00
1	NAD1023046	023046	RS 30'-45'-11	\$400.00
1	NAD1023049	023049	RS 30'-45'-11	\$400.00
1	NAD1023051	023051	RS 30'-45'-11	\$400.00
1	NAD1023052	023052	RS 30'-45'-11	\$400.00
1	NAD1023055	023055	RS 30'-45'-11	\$400.00
1	NAD1023056	023056	RS 30'-45'-11	\$400.00
1	NAD1023057	023057	RS 30'-45'-11	\$400.00
1	NAD1023059	023059	RS 30'-45'-11	\$400.00
1	NAD1023062	023062	RS 30'-45'-11	\$400.00
1	NAD1023067	023067	RS 30'-45'-11	\$400.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAD1023068	023068	RS 30'-45"11	\$400.00
1	NAD1023070	023070	RS 30'-45"11	\$400.00
1	NAD1023071	023071	RS 30'-45"11	\$400.00
1	NAD1050150	002192	RB 30'-45"11	\$400.00
1	NAD1050152	002186	RB 30'-45"11	\$400.00
1	NAD1050153	002184	RB 30'-45"11	\$400.00
1	NAD1050155	002200	RB 30'-45"11	\$400.00
1	NAD1052019	302219	RS 46'-59"11	\$400.00
1	NAD1052023	302223	RS 30'-45"11	\$400.00
1	NAD1052029	023059	RS 30'-45"11	\$400.00
1	NAD1052034	023074	RS 30'-45"11	\$400.00
1	NWX 006709	001567	RS 30'-45"11	\$400.00
1	NWX 052001	302201	RS 30'-45"11	\$400.00
1	NWX 052004	302204	RS 30'-45"11	\$400.00
1	NWX 052005	302205	RS 30'-45"11	\$400.00
1	NWX 052006	302206	RS 30'-45"11	\$400.00
1	NWX 052007	302207	RS 30'-45"11	\$400.00
1	NWX 052008	302208	RS 30'-45"11	\$400.00
1	NWX 052009	302209	RS 30'-45"11	\$400.00
1	NWX 052010	302210	RS 30'-45"11	\$400.00
1	NWX 052011	002211	RS 30'-45"11	\$400.00
1	NWX 052012	302212	RS 30'-45"11	\$400.00
1	NWX 052015	302215	RS 30'-45"11	\$400.00
1	NWX 052016	302216	RS 30'-45"11	\$400.00
1	NWX 052021	302221	RS 30'-45"11	\$400.00
1	NWX 052024	302224	RS 30'-45"11	\$400.00
1	NWX 052025	023065	RS 30'-45"11	\$400.00
SUBTOTAL	126			\$50,400.00
1	AES1002502	008161	TANK IC,1 7500-13499 GAL NP	\$1,000.00
1	AES1002503	008142	TANK IC,1 7500-13499 GAL NP	\$1,000.00
1	AES1002506	008126	TANK IC,1 7500-13499 GAL NP	\$1,000.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	AESX002613	009131	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	AESX002619	008138	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	AESX002623	008160	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	AESX002626	008146	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	AESX002628	008130	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	AESX002631	008145	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	AESX002633	008143	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	AESX002634	008134	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	AESX002637	008151	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	AESX002644	008152	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	AESX002656	008170	TANK IC, NI 7500-10499 GAL NP	\$1,000.00
1	AESX002660	008175	TANK ED, I 7500-9499 GAL NP	\$1,000.00
1	AESX004901	004901	TANK ED, I 7500-9499 GAL NP	\$1,000.00
1	AESX004903	004903	TANK ED, I 7500-9499 GAL NP	\$1,000.00
1	AESX004904	004904	TANK ED, I 7500-9499 GAL NP	\$1,000.00
1	AESX004910	004910	TANK ED, I 7500-9499 GAL NP	\$1,000.00
1	AESX004917	004917	TANK ED, I 7500-9499 GAL NP	\$1,000.00
1	AESX004921	004921	TANK ED, I 7500-9499 GAL NP	\$1,000.00
1	AESX004929	004929	TANK ED, I 7500-9499 GAL NP	\$1,000.00
1	AESX004942	004942	TANK ED, I 7500-9499 GAL NP	\$1,000.00
1	AESX004945	004945	TANK ED, I 7500-9499 GAL NP	\$1,000.00
1	AESX004950	004950	TANK ED, I 7500-9499 GAL NP	\$1,000.00
1	AESX004951	004951	TANK ED, I 7500-9499 GAL NP	\$1,000.00
1	AESX004959	004959	TANK ED, I 7500-9499 GAL NP	\$1,000.00
1	AESX004977	004977	TANK ED, I 7500-9499 GAL NP	\$1,000.00
1	AESX004979	004979	TANK ED, I 7500-9499 GAL NP	\$1,000.00
1	AESX004980	004980	TANK ED, I 7500-9499 GAL NP	\$1,000.00
1	AESX004986	004986	TANK ED, I 7500-9499 GAL NP	\$1,000.00
1	AESX005251	018179	TANK IC, NI 7500-10499 GAL NP	\$1,000.00
1	AESX005265	018105	TANK IC, NI 7500-10499 GAL NP	\$1,000.00
1	AESX005275	018131	TANK IC, NI 7500-10499 GAL NP	\$1,000.00
1	AESX005276	018123	TANK IC, NI 7500-10499 GAL NP	\$1,000.00
1	CTCX000306	017206	TANK ACID 7500-15499 GAL NP	\$1,000.00

CTCX

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

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CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	CTCX010002	040490	TANK NON SPECIFIED CAR	\$1,000.00
1	CTCX010003	040491	TANK NON SPECIFIED CAR	\$1,000.00
1	NATX002505	002505	TANK ACID 9500-15499 GAL NP	\$1,000.00
1	NATX002506	002506	TANK ACID 9500-15499 GAL NP	\$1,000.00
1	NATX002519	002519	TANK ACID 9500-15499 GAL NP	\$1,000.00
1	NATX003100	003100	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX003101	003101	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX003102	003102	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX003110	003110	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX003114	003114	TANK NC, I 7500-14499 GAL NP	\$1,000.00
1	NATX003115	003115	TANK NC, I 7500-14499 GAL NP	\$1,000.00
1	NATX003116	003116	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX003117	003117	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX003118	003118	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX003119	003119	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX003121	003121	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX003124	003124	TANK NC, I 7500-14499 GAL NP	\$1,000.00
1	NATX003128	003128	TANK NC, I 7500-14499 GAL NP	\$1,000.00
1	NATX003131	003131	TANK NC, I 7500-14499 GAL NP	\$1,000.00
1	NATX003132	003132	TANK NC, I 7500-14499 GAL NP	\$1,000.00
1	NATX003133	003133	TANK NC, I 7500-14499 GAL NP	\$1,000.00
1	NATX003136	003136	TANK NC, I 7500-14499 GAL NP	\$1,000.00
1	NATX003137	003137	TANK NC, I 7500-14499 GAL NP	\$1,000.00
1	NATX003138	003138	TANK NC, I 7500-14499 GAL NP	\$1,000.00
1	NATX003141	003141	TANK NC, I 7500-14499 GAL NP	\$1,000.00
1	NATX003145	003145	TANK NC, I 7500-14499 GAL NP	\$1,000.00
1	NATX003146	003146	TANK NC, I 7500-14499 GAL NP	\$1,000.00
1	NATX003147	003147	TANK NC, I 7500-14499 GAL NP	\$1,000.00
1	NATX003148	003148	TANK NC, I 7500-14499 GAL NP	\$1,000.00
1	NATX003151	003151	TANK NC, I 7500-14499 GAL NP	\$1,000.00
1	NATX003155	003155	TANK NC, I 7500-14499 GAL NP	\$1,000.00
1	NATX003156	003156	TANK NC, I 7500-14499 GAL NP	\$1,000.00
1	NATX003157	003157	TANK NC, I 7500-14499 GAL NP	\$1,000.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

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33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NATX003159	003159	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX003161	003161	TANK NC,I 7500-14499 GAL NP	\$1,000.00
1	NATX003162	003162	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX003163	003163	TANK NC,I 7500-14499 GAL NP	\$1,000.00
1	NATX003167	003167	TANK NC,I 7500-14499 GAL NP	\$1,000.00
1	NATX003170	003170	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX003175	003175	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX003176	003176	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX004928	004928	TANK EC,I 7500-9499 GAL NP	\$1,000.00
1	NATX004956	004956	TANK EC,I 7500-9499 GAL NP	\$1,000.00
1	NATX006905	006905	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	NATX006906	006906	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	NATX006907	006907	TANK NC,I 7500-14499 GAL NP	\$1,000.00
1	NATX006919	006919	TANK NC,I 7500-14499 GAL NP	\$1,000.00
1	NATX006922	006922	TANK NC,I 7500-14499 GAL NP	\$1,000.00
1	NATX006924	006924	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX006930	006930	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX006931	006931	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX006933	006933	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX006937	006937	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX006938	006938	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX006939	006939	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX006941	006941	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX006942	006942	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX006943	006943	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX006945	006945	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX006948	006948	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX006949	006949	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX006950	006950	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX006953	006953	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX008103	008103	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX008104	008104	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX008110	008110	TANK IC,NI 7500-10499 GAL NP	\$1,000.00

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ORIGINAL RAILCARS

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33 W. MONROE
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PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NATX008112	008112	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX008178	008178	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX008600	014980	TANK NC,I 7500-14499 GAL NP	\$1,000.00
1	NATX008602	014967	TANK NC,I 7500-14499 GAL NP	\$1,000.00
1	NATX008603	014970	TANK NC,I 7500-14499 GAL NP	\$1,000.00
1	NATX008611	015313	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX008926	008926	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	NATX008947	008947	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX009300	009300	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	NATX009301	009301	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	NATX009302	009302	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	NATX011015	015314	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX011035	003801	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX011086	014919	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX011099	003882	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX011117	015304	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX011134	015177	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX011148	015609	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX011152	015312	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX011154	015324	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX011166	014934	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX011173	015323	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX011187	015638	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX011192	015316	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX011199	015660	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX011214	015434	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX044219	015447	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX011220	015450	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX011234	003877	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX011255	014973	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX011281	002450	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX011284	002453	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX011296	002463	TANK IC,I 7500-13499 GAL NP	\$1,000.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

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33 W. MONROE
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PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NATX011311	013657	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX011313	015307	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX011315	015339	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX011326	015313	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX011333	003896	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX011344	014952	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX011352	015457	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX011355	015629	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX011360	015437	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX011362	014920	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX011365	003859	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX011370	003829	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX011371	003838	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX011373	002447	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX011700	011700	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011701	011701	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011703	011703	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011704	011704	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011705	011705	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011706	011706	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011707	011707	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011708	011708	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011709	011709	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011712	011712	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011713	011713	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011715	011715	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011716	011716	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011717	011717	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011718	011718	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011719	011719	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011720	011720	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011721	011721	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011722	011722	TANK PRESS 7500-20499 GAL PR	\$1,000.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NATX011723	011723	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011724	011724	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011725	011725	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011726	011726	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011728	011728	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011729	011729	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011731	011731	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011732	011732	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011733	011733	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011734	011734	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011735	011735	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011736	011736	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX011737	011737	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX012435	012435	TANK NC,NI 7500-15499 GAL NP	\$1,000.00
1	NATX013211	013211	TANK ACID 9500-15499 GAL NP	\$1,000.00
1	NATX013217	013217	TANK ACID 9500-15499 GAL NP	\$1,000.00
1	NATX015562	015562	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX015607	015607	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX015677	015677	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	NATX018101	018101	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018104	018104	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018107	018107	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018117	018117	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018121	018121	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018122	018122	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018123	018123	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018124	018124	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018125	018125	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018126	018126	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018127	018127	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018131	018131	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018132	018132	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018133	018133	TANK IC,NI 7500-10499 GAL NP	\$1,000.00

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ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

<u>NUMBER OF CARS</u>	<u>CAR NUMBER</u>	<u>SERIAL NUMBER</u>	<u>GENERAL DESCRIPTION</u>	<u>SALE PRICE</u>
1	NATX018136	018136	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018137	018137	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018142	018142	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018147	018147	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018149	018149	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018151	018151	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018153	018153	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018154	018154	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018158	018158	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018159	018159	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018161	018161	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018165	018165	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018166	018166	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018170	018170	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018172	018172	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018173	018173	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018174	018174	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018175	018175	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018177	018177	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018182	018182	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018189	018189	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018190	018190	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018196	018196	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018199	018199	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018200	018200	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018202	018202	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018203	018203	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018204	018204	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018206	018206	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018209	018209	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018210	018210	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018213	018213	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018215	018215	TANK IC,NI 7500-10499 GAL NP	\$1,000.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

<u>NUMBER OF CARS</u>	<u>CAR NUMBER</u>	<u>SERIAL NUMBER</u>	<u>GENERAL DESCRIPTION</u>	<u>SALE PRICE</u>
1	NATX018216	018216	TANK NC,NI 7500-15499 GAL NP	\$1,000.00
1	NATX018219	018219	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	NATX018224	018224	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018227	018227	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018230	018230	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018232	018232	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018250	018250	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018254	018254	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018257	018257	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018263	018263	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018277	018277	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX018278	018278	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX018280	018280	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018281	018281	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018284	018284	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018285	018285	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018287	018287	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018288	018288	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX018289	018289	TANK NC,NI 7500-15499 GAL NP	\$1,000.00
1	NATX018290	018290	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	NATX018291	018291	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	NATX018300	018300	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX018310	002602	TANK ED,I 7500-7499 GAL NP	\$1,000.00
1	NATX018350	018350	TANK NC,I 7500-14499 GAL NP	\$1,000.00
1	NATX018351	018351	TANK NC,I 7500-14499 GAL NP	\$1,000.00
1	NATX018352	018352	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX018354	018354	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX018355	018355	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX018356	018356	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX018358	018358	TANK NC,I 7500-14499 GAL NP	\$1,000.00
1	NATX018359	018359	TANK NC,I 7500-14499 GAL NP	\$1,000.00
1	NATX018361	018361	TANK NC,I 7500-14499 GAL NP	\$1,000.00
1	NATX018362	018362	TANK NC,I 7500-14499 GAL NP	\$1,000.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NATX018366	018366	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX018370	018370	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX018371	018371	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX018377	018377	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX018381	018381	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX018382	018382	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX018383	018383	TANK NC, I 7500-14499 GAL NP	\$1,000.00
1	NATX018384	018384	TANK NC, I 7500-14499 GAL NP	\$1,000.00
1	NATX018385	018385	TANK NC, I 7500-14499 GAL NP	\$1,000.00
1	NATX018502	018502	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX018505	018505	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX018506	018506	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX018507	018507	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX019003	007376	TANK IC, NI 7500-10499 GAL NP	\$1,000.00
1	NATX019102	019102	TANK NC, I 7500-14499 GAL NP	\$1,000.00
1	NATX019257	019257	TANK IC, NI 7500-10499 GAL NP	\$1,000.00
1	NATX019259	019259	TANK IC, NI 7500-10499 GAL NP	\$1,000.00
1	NATX019260	019260	TANK IC, NI 7500-10499 GAL NP	\$1,000.00
1	NATX019261	019261	TANK IC, NI 7500-10499 GAL NP	\$1,000.00
1	NATX019262	019262	TANK IC, NI 7500-10499 GAL NP	\$1,000.00
1	NATX019263	019263	TANK IC, NI 7500-10499 GAL NP	\$1,000.00
1	NATX019265	019265	TANK NON SPECIFIED CAR	\$1,000.00
1	NATX019266	019266	TANK NON SPECIFIED CAR	\$1,000.00
1	NATX019267	019267	TANK NON SPECIFIED CAR	\$1,000.00
1	NATX019268	019268	TANK NON SPECIFIED CAR	\$1,000.00
1	NATX019309	019309	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX019400	019400	TANK ACID 7500-15499 GAL NP	\$1,000.00
1	NATX019435	019435	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX019440	019440	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX019441	019441	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX019442	019442	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX019444	019444	TANK IC, I 7500-13499 GAL NP	\$1,000.00
1	NATX019460	019460	TANK EC, I 12500-14499 GAL NP	\$1,000.00

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ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NATX019505	019505	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019518	019518	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019520	019520	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019524	019524	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019537	019537	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019539	019539	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019544	019544	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019552	019552	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019553	019553	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019555	019555	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019556	019556	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019557	019557	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019559	019559	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019561	019561	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019565	019565	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019569	019569	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019570	019570	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019575	019575	TANK ACID 9500-15499 GAL NP	\$1,000.00
1	NATX019581	019581	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019582	019582	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019586	019586	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019587	019587	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019588	019588	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019589	019589	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019591	019591	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019593	019593	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019595	019595	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019596	019596	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019597	019597	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019599	019599	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019600	019600	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019601	019601	TANK IC,I 7500-13499 GAL NP	\$1,000.00
1	NATX019603	019603	TANK IC,I 7500-13499 GAL NP	\$1,000.00

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ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

<u>NUMBER OF CARS</u>	<u>CAR NUMBER</u>	<u>SERIAL NUMBER</u>	<u>GENERAL DESCRIPTION</u>	<u>SALE PRICE</u>
1	NATX019609	019609	TANK IC, 1 7500-13499 GAL NP	\$1,000.00
1	NATX019610	019610	TANK IC, 1 7500-13499 GAL NP	\$1,000.00
1	NATX019611	019611	TANK IC, 1 7500-13499 GAL NP	\$1,000.00
1	NATX019613	019613	TANK IC, 1 7500-13499 GAL NP	\$1,000.00
1	NATX019617	019617	TANK IC, 1 7500-13499 GAL NP	\$1,000.00
1	NATX019619	019619	TANK IC, 1 7500-13499 GAL NP	\$1,000.00
1	NATX019623	019623	TANK IC, 1 7500-13499 GAL NP	\$1,000.00
1	NATX019625	019625	TANK IC, 1 7500-13499 GAL NP	\$1,000.00
1	NATX019627	019627	TANK NC, 1 7500-14499 GAL NP	\$1,000.00
1	NATX019632	019632	TANK NC, 1 7500-14499 GAL NP	\$1,000.00
1	NATX019633	019633	TANK IC, 1 7500-13499 GAL NP	\$1,000.00
1	NATX019634	019634	TANK NC, 1 7500-14499 GAL NP	\$1,000.00
1	NATX019636	019636	TANK NC, 1 7500-14499 GAL NP	\$1,000.00
1	NATX019639	019639	TANK NC, 1 7500-14499 GAL NP	\$1,000.00
1	NATX019640	019640	TANK NC, 1 7500-14499 GAL NP	\$1,000.00
1	NATX019652	019652	TANK IC, 1 7500-13499 GAL NP	\$1,000.00
1	NATX019653	019653	TANK NC, 1 7500-14499 GAL NP	\$1,000.00
1	NATX019659	019659	TANK IC, 1 7500-13499 GAL NP	\$1,000.00
1	NATX019662	019662	TANK IC, 1 7500-13499 GAL NP	\$1,000.00
1	NATX019663	019663	TANK IC, 1 7500-13499 GAL NP	\$1,000.00
1	NATX019665	019665	TANK IC, 1 7500-13499 GAL NP	\$1,000.00
1	NATX019666	019666	TANK IC, 1 7500-13499 GAL NP	\$1,000.00
1	NATX019668	019668	TANK IC, 1 7500-13499 GAL NP	\$1,000.00
1	NATX019669	019669	TANK IC, 1 7500-13499 GAL NP	\$1,000.00
1	NATX019670	019670	TANK IC, 1 7500-13499 GAL NP	\$1,000.00
1	NATX019683	019683	TANK IC, 1 7500-13499 GAL NP	\$1,000.00
1	NATX019685	019685	TANK IC, 1 7500-13499 GAL NP	\$1,000.00
1	NATX019688	019688	TANK IC, 1 7500-13499 GAL NP	\$1,000.00
1	NATX019689	019689	TANK IC, 1 7500-13499 GAL NP	\$1,000.00
1	NATX019803	019803	TANK IC, 1 7500-13499 GAL NP	\$1,000.00
1	NATX020088	020088	TANK IC, NI 7500-10499 GAL NP	\$1,000.00
1	NATX020090	020090	TANK IC, NI 7500-10499 GAL NP	\$1,000.00
1	NATX020091	020091	TANK IC, NI 7500-10499 GAL NP	\$1,000.00

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ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NATX020092	020092	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX020093	020093	TANK IC,NI 7500-10499 GAL NP	\$1,000.00
1	NATX025003	025003	TANK ALUM 7500-11499 GAL NP	\$1,000.00
1	NATX025010	025010	TANK ALUM 7500-11499 GAL NP	\$1,000.00
1	TRX008000	040100	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX008002	040102	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX008004	040104	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX008006	040106	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX008012	040112	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX008020	040116	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX008022	040121	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012000	040228	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012004	040231	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012005	040232	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012010	040237	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012012	040239	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012014	040141	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012017	040144	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012017	040146	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012022	040149	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012023	040150	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012025	040152	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012027	040154	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012028	040155	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012034	040160	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012035	040161	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012036	040162	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012037	040163	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012039	040165	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012040	040166	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012044	040170	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012045	040171	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012050	040176	TANK NC,NI 7500-16499 GAL NP	\$1,000.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

<u>NUMBER OF CARS</u>	<u>CAR NUMBER</u>	<u>SERIAL NUMBER</u>	<u>GENERAL DESCRIPTION</u>	<u>SALE PRICE</u>
1	TRSX012051	040177	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012053	040179	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012056	040182	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012058	040184	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012060	040186	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012061	040187	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012062	040188	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012064	040190	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012065	040191	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012066	040192	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012067	040193	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012075	040201	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012076	040202	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012080	040206	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012082	040208	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012087	040213	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012088	040214	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012089	040215	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012091	040217	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012094	040240	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012098	040244	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012107	040253	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012109	040255	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012110	040256	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012112	040258	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012113	040259	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012114	040260	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012115	040261	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012116	040262	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012119	040265	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012120	040266	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012122	040268	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRSX012124	040270	TANK NC,NI 7500-16499 GAL NP	\$1,000.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	TRX012125	040271	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012126	040272	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012127	040273	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012128	040274	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012129	040275	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012130	040276	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012131	040277	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012137	040283	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012138	040284	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012140	040286	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012152	040298	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012157	040303	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012158	040304	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012159	040305	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012162	040308	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012164	040310	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012166	040312	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012172	040318	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012177	040323	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012178	040324	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012182	040328	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012183	040329	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012185	040331	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012186	040332	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012189	040335	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012193	040339	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012195	040341	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012196	040342	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012199	040345	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012208	040354	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012210	040356	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012211	040357	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012213	040359	TANK NC,NI 7500-16499 GAL NP	\$1,000.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	TRX012214	040360	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012215	040361	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012220	040366	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012223	040369	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012225	040371	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012226	040372	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012227	040373	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012228	040374	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012231	040377	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012234	040380	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012241	040387	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	TRX012245	040391	TANK NC,NI 7500-16499 GAL NP	\$1,000.00
1	VENX001120	008905	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	VENX001123	008907	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	VENX001213	008911	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	VENX001291	008923	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	VENX001326	008929	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	VENX001366	008934	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	VENX001390	008939	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	VENX001398	008940	TANK PRESS 7500-20499 GAL PR	\$1,000.00
1	VENX001433	008952	TANK PRESS 7500-20499 GAL PR	\$1,000.00
SUBTOTAL	486			\$486,000.00
1	NATX026103	012903	TANK EC,I 7500-14499 GAL NP	\$1,410.00
1	NATX026104	012904	TANK EC,I 7500-14499 GAL NP	\$1,410.00
1	NATX026106	012906	TANK EC,I 7500-14499 GAL NP	\$1,410.00
1	NATX026116	026116	TANK ACID 9500-15499 GAL NP	\$1,410.00
1	NATX026164	026164	TANK EC,I 7500-14499 GAL NP	\$1,410.00
1	NATX026166	026166	TANK EC,I 7500-14499 GAL NP	\$1,410.00
1	NATX026168	026168	TANK EC,I 7500-14499 GAL NP	\$1,410.00
1	NATX026169	026169	TANK EC,I 7500-14499 GAL NP	\$1,410.00

VENX

NATX

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

	NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
SUBTOTAL	9				\$11,280.00
NAHX	1	NAHX030009	030009	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
	1	NAHX030010	030010	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
	1	NAHX030012	030012	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
	1	NAHX030015	030015	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
	1	NAHX030016	030016	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
	1	NAHX030019	030019	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
	1	NAHX030033	030033	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
	1	NAHX030049	030049	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
	1	NAHX030060	030060	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
	1	NAHX030069	030069	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
	1	NAHX030072	030072	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
	1	NAHX030077	030077	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
	1	NAHX030100	030100	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
	1	NAHX030109	030109	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
	1	NAHX030114	030114	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
	1	NAHX030120	030120	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
	1	NAHX030128	030128	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
	1	NAHX030129	030129	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
	1	NAHX030132	030132	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
	1	NAHX030134	030134	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030137	030137	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00	
1	NAHX030140	030140	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00	
1	NAHX030141	030141	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00	
1	NAHX030147	030147	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00	
1	NAHX030148	030148	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00	
1	NAHX030216	030216	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00	
1	NAHX030231	030231	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00	
1	NAHX030243	030243	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00	
1	NAHX030247	030247	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00	
1	NAHX030260	030260	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00	
1	NAHX030261	030261	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00	

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

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33 W. MONROE
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PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAHX030264	030264	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030266	030266	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030493	030493	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030496	030496	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030500	030500	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030503	030503	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030510	030510	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030512	030512	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030514	030514	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030515	030515	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030517	030517	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030518	030518	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030525	030525	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030537	030537	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030538	030538	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030540	030540	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030543	030543	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030547	030547	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030548	030548	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030549	030549	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030558	030558	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030562	030562	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030567	030567	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030568	030568	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030600	030600	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030602	030602	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030603	030603	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030613	030613	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030615	030615	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030616	030616	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030617	030617	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030618	030618	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030619	030619	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

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33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAHX030620	030620	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030621	030621	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030623	030623	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030626	030626	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030627	030627	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030628	030628	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030632	030632	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030633	030633	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030635	030635	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030636	030636	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030637	030637	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030638	030638	HOPPER GRAV 70 TON 2800-3299	\$1,970.00
1	NAHX030640	030640	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030641	030641	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030645	030645	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030646	030646	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX030648	030648	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031000	031000	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031003	031003	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031007	031007	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031009	031009	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031010	031010	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031013	031013	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031015	031015	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031016	031016	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031017	031017	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031018	031018	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031020	031020	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031022	031022	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031030	031030	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031032	031032	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031048	031048	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031049	031049	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

<u>NUMBER OF CARS</u>	<u>CAR NUMBER</u>	<u>SERIAL NUMBER</u>	<u>GENERAL DESCRIPTION</u>	<u>SALE PRICE</u>
1	NAHX031075	031075	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031094	031094	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031098	031098	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031107	031107	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031108	031108	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031112	031112	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031113	031113	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031115	031115	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031116	031116	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031123	031123	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031141	031141	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031154	031154	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031150	031150	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031165	031165	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031191	031191	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031194	031194	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031202	031202	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031203	031203	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031207	031207	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031208	031208	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031211	031211	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031213	031213	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031216	031216	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031218	031218	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031227	031227	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031228	031228	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031235	031235	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031238	031238	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031240	031240	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031241	031241	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031245	031245	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031246	031246	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031247	031247	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAHX031256	031256	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031257	031257	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031260	031260	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031264	031264	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031272	031272	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031279	031279	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031298	031298	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031314	031314	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031316	031316	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031319	031319	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031324	031324	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031329	031329	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031336	031336	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031343	031343	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031350	031350	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031352	031352	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031353	031353	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031359	031359	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031367	031367	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031369	031369	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031374	031374	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031376	031376	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031382	031382	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031386	031386	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031392	031392	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031403	031403	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031414	031414	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031428	031428	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031431	031431	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031444	031444	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031445	031445	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031447	031447	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031449	031449	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NAXX

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAHX031461	031461	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031470	031470	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031478	031478	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031503	031503	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031508	031508	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031526	031526	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031528	031528	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031537	031537	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031551	031551	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031562	031562	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031606	031606	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031611	031611	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031613	031613	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAHX031610	031610	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX000147	000147	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX000174	000174	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX000566	000566	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX000576	000576	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX000701	000701	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX000702	000702	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX000714	000714	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX000717	000717	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX000718	000718	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX000727	000727	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX000728	000728	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX000732	000732	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX000752	000752	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX000754	000754	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX000756	000756	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX000766	000766	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX000768	000768	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX000772	000772	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX000773	000773	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAXX000774	000774	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX000776	000776	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX000782	000782	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX000794	000794	HOPPER NON SPECIFIED	\$1,970.00
1	NAXX000797	000797	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007103	007103	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007104	007104	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007106	007106	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007107	007107	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007108	007108	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007117	007117	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007122	007122	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007127	007127	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007139	007139	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007145	007145	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007148	007148	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007151	007151	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007153	007153	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007157	007157	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007175	007175	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007182	007182	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007183	007183	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007185	007185	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007190	007190	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007193	007193	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007202	007202	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007203	007203	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007206	007206	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007207	007207	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007211	007211	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007218	007218	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007219	007219	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007220	007220	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAXX007222	007222	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007230	007230	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007233	007233	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007245	007245	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007648	107648	HOPPER NON SPECIFIED	\$1,970.00
1	NAXX007727	007727	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007801	007801	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX007803	007803	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX011513	011513	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX011549	011549	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX011569	011569	HOPPER NON SPECIFIED	\$1,970.00
1	NAXX011571	011571	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX011574	011574	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100101	100101	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100111	100111	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100112	100112	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100113	100113	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100114	100114	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100115	100115	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100121	100121	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100124	100124	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100127	100127	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100135	100135	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100146	100146	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100153	100153	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100155	100155	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100156	100156	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100170	100170	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100175	100175	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100176	100176	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100177	100177	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100178	100178	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100184	100184	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00

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ORIGINAL RAILCARS

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CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

<u>NUMBER OF CARS</u>	<u>CAR NUMBER</u>	<u>SERIAL NUMBER</u>	<u>GENERAL DESCRIPTION</u>	<u>SALE PRICE</u>
1	NAXX100188	100188	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100194	100194	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100196	100196	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100197	100197	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100203	100203	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100204	100204	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100205	100205	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100206	100206	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100210	100210	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100211	100211	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100218	100218	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100220	100220	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100230	100230	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100232	100232	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100249	100249	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100252	100252	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100255	100255	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100263	100263	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100269	100269	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100271	100271	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100272	100272	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100279	100279	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100285	100285	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100286	100286	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100294	100294	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100295	100295	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100331	100331	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100340	100340	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100348	100348	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100383	100383	HOPPER NON SPECIFIED	\$1,970.00
1	NAXX100384	100384	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100422	100422	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100438	100438	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAXX100439	100439	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100455	100455	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100467	100467	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100489	100489	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100493	100493	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100611	100611	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100613	100613	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100618	100618	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100619	100619	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100632	100632	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100635	100635	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100640	100640	HOPPER NON SPECIFIED	\$1,970.00
1	NAXX100641	100641	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100645	100645	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100648	100648	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100658	100658	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100659	100659	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100660	100660	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100663	100663	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100665	100665	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100669	100669	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100681	100681	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100692	100692	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX100696	100696	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107143	107143	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107240	107240	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107246	107246	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107247	107247	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107251	107251	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107253	107253	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107259	107259	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107264	107264	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107270	107270	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAXX107272	107272	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107277	107277	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107281	107281	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107288	107288	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107295	107295	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107296	107296	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107298	107298	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107301	107301	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107307	107307	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107316	107316	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107322	107322	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107323	107323	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107325	107325	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107331	107331	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107334	107334	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107340	107340	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107341	107341	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107350	107350	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107355	107355	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107360	107360	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107362	107362	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107363	107363	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107365	107365	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107366	107366	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107370	107370	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107371	107371	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107373	107373	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107379	107379	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107380	107380	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107382	107382	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107396	107396	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107404	107404	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107405	107405	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAXX107410	107410	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107418	107418	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107419	107419	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107420	107420	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107422	107422	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107427	107429	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107430	107430	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107432	107432	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107435	107435	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107436	107436	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107449	107449	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107450	107450	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107451	107451	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107463	107463	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107464	107464	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107468	107468	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107474	107474	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107477	107477	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107480	107480	HOPPER	\$1,970.00
1	NAXX107484	107484	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107491	107491	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107496	107496	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107499	107499	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107507	107507	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107512	107512	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107518	107518	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107527	107529	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107534	107534	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107539	107539	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107543	107543	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107547	107547	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107549	107549	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107552	107552	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAXX107553	107553	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107556	107556	HOPPER NON SPECIFIED	\$1,970.00
1	NAXX107558	107558	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107560	107560	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107562	107562	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107568	107568	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107570	107570	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107574	107574	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107579	107579	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107580	107580	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107582	107582	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107585	107585	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107593	107593	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107595	107595	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107601	107601	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107620	107620	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107624	107624	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107626	107626	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107630	107630	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107637	107637	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107639	107639	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107646	107646	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107647	107647	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107651	107651	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX107655	107655	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500100	500100	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500101	500101	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500109	500109	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500110	500110	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500112	500112	HOPPER NON SPECIFIED	\$1,970.00
1	NAXX500115	500115	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500117	500117	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500119	500119	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAXI500120	500120	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500121	500121	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500122	500122	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500127	500127	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500332	500332	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500334	500334	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500336	500336	HOPPER NON SPECIFIED	\$1,970.00
1	NAXI500338	500338	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500339	500339	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500340	500340	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500344	500344	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500349	500349	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500350	500350	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500352	500352	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500354	500354	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500355	500355	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500356	500356	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500360	500360	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500364	500364	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500365	500365	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500366	500366	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500369	500369	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500375	500375	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500378	500378	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500505	500505	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500506	500506	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500509	500509	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500513	500513	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500514	500514	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500603	500603	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500605	500605	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500611	500611	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI500613	500613	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

<u>NUMBER OF CARS</u>	<u>CAR NUMBER</u>	<u>SERIAL NUMBER</u>	<u>GENERAL DESCRIPTION</u>	<u>SALE PRICE</u>
1	NAXX500614	500614	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500615	500615	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500616	500616	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500617	500617	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500618	500618	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500619	500619	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500620	500620	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500622	500622	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500623	500623	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500625	500625	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500701	500701	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500705	500705	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500707	500707	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500710	500710	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500711	500711	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500713	500713	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500714	500714	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500715	500715	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500717	500717	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500718	500718	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX500719	500719	HOPPER NON SPECIFIED	\$1,970.00
1	NAXX500720	500720	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507103	507103	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507104	507104	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507105	507105	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507106	507106	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507107	507107	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507108	507108	HOPPER NON SPECIFIED	\$1,970.00
1	NAXX507109	507109	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507110	507110	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507111	507111	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507112	507112	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507113	507113	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00

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ORIGINAL RAILCARS

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CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAXX507114	507114	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507115	507115	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507118	507118	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507122	507122	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507125	507125	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507126	507126	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507128	507128	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507129	507129	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507130	507130	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507131	507131	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507132	507132	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507133	507133	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507134	507134	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507135	507135	HOPPER NON SPECIFIED	\$1,970.00
1	NAXX507136	507136	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507137	507137	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507138	507138	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507140	507140	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507141	507141	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507142	507142	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507143	507143	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507144	507144	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507145	507145	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507146	507146	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507147	507147	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507148	507148	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507149	507149	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507150	507150	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507151	507151	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507153	507153	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507154	507154	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507155	507155	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507157	507157	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAXX507158	507158	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507159	507159	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507160	507160	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507161	507161	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507166	507166	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507168	507168	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507169	507169	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507171	507171	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507172	507172	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507176	507176	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507177	507177	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507179	507179	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507180	507180	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507181	507181	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507182	507182	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507183	507183	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507184	507184	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507186	507186	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507187	507187	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507188	507188	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507189	507189	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507190	507190	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507191	507191	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507192	507192	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507193	507193	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507194	507194	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507195	507195	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507196	507196	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507197	507197	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507198	507198	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507199	507199	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507200	507200	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXX507201	507201	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAXI507203	507203	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI507204	507204	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI507205	507205	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI507206	507206	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI507207	507207	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI507208	507208	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI507210	507210	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI507211	507211	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI507212	507212	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI507213	507213	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI507214	507214	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI507215	507215	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI507216	507216	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI507218	507218	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NAXI507219	507219	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NHX080032	080032	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NHX080036	080036	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NHX080026	080026	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NHX080030	080030	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NHX080034	080034	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NHX080038	080038	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NHX080039	080039	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NHX080041	080041	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NHX080048	080048	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NHX080049	080049	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NHX080056	080056	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NHX080067	080067	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NHX080084	080084	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NHX080086	080086	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NHX080094	080094	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NHX080104	080104	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NHX080106	080106	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NHX080108	080108	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NIHX080113	080113	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NIHX080122	080122	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NIHX080138	080138	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NIHX080145	080145	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
1	NIHX080157	080157	HOPPER GRAV 70 TON UP TO 2100	\$1,970.00
SUBTOTAL	597			\$1,175,970.00
1	NAHX030383	034058	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
1	NAHX030388	030150	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
1	NAHX030393	034073	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
1	NAHX030394	034074	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
1	NAHX030396	030254	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
1	NAHX030397	034077	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
1	NAHX030399	034080	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
1	NAHX030402	034083	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
1	NAHX030413	034098	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
1	NAHX030414	034099	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
1	NAHX030418	034104	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
1	NAHX030420	034107	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
1	NAHX030423	034111	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
1	NAHX030444	035002	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
1	NAHX030450	036517	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
1	NAHX030451	036526	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
1	NAHX031900	031900	HOPPER PNEUM 70 TON 3300-3599	\$2,110.00
1	NAHX031910	031910	HOPPER GRAV 70 TON 3300-3599	\$2,110.00
1	NAHX031925	031925	HOPPER PNEUM 70 TON 3300-3599	\$2,110.00
1	NAHX033051	033051	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
1	NAHX033067	033067	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
1	NAHX033077	033077	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
1	NAHX033078	033078	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
1	NAHX033079	033079	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
1	NAHX034101	034101	HOPPER GRAV 70 TON 2800-3299	\$2,110.00

NAHX

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

	NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
NAHX	1	NAHX036545	036545	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
	1	NAHX036547	036547	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
	1	NAHX036548	036548	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
	1	NAHX036549	036549	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
	1	NAHX051175	051175	HOPPER GRAV 70 TON 3300-3599	\$2,110.00
NAXX	1	NAXX107994	107994	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
	1	NAXX107995	107995	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
	1	NAXX107998	107998	HOPPER GRAV 70 TON 2800-3299	\$2,110.00
SUBTOTAL	33				\$69,630.00
NAHX	1	NAHX030700	030700	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030701	030701	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030702	030702	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030703	030703	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030704	030704	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030705	030705	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030706	030706	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030707	030707	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030708	030708	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030709	030709	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030710	030710	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030711	030711	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030712	030712	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030713	030713	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030714	030714	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030715	030715	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030716	030716	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030717	030717	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030718	030718	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030719	030719	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030720	030720	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030721	030721	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAHX030722	030722	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030723	030723	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030724	030724	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030725	030725	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030726	030726	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030727	030727	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030728	030728	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030729	030729	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030730	030730	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030731	030731	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030732	030732	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030733	030733	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030734	030734	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030735	030735	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030736	030736	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030737	030737	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030738	030738	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030739	030739	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030740	030740	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030741	030741	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030742	030742	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030743	030743	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030744	030744	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030745	030745	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030746	030746	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030747	030747	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030748	030748	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030749	030749	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030750	030750	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030751	030751	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030752	030752	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030753	030753	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030754	030754	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

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33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAHX030755	030755	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030756	030756	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030757	030757	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030758	030758	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030759	030759	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030760	030760	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030761	030761	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030762	030762	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030763	030763	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030764	030764	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030765	030765	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030766	030766	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030767	030767	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030768	030768	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030769	030769	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030770	030770	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030771	030771	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030772	030772	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030773	030773	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030774	030774	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030775	030775	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030776	030776	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030777	030777	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030778	030778	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030779	030779	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030780	030780	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030781	030781	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030782	030782	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030783	030783	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030784	030784	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030785	030785	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030787	030787	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030788	030788	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAHX030789	030789	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030790	030790	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030791	030791	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030792	030792	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030793	030793	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030794	030794	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030795	030795	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030796	030796	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030797	030797	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030798	030798	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030799	030799	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030800	030800	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030802	030802	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030803	030803	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030804	030804	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030805	030805	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030806	030806	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030807	030807	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030808	030808	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030809	030809	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030810	030810	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030811	030811	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030812	030812	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030813	030813	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030814	030814	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030815	030815	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030816	030816	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030817	030817	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030818	030818	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030819	030819	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030820	030820	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030821	030821	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030822	030822	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAHX030823	030823	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030824	030824	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030825	030825	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030826	030826	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030827	030827	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030828	030828	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030829	030829	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030830	030830	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030831	030831	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030832	030832	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030833	030833	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030834	030834	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030835	030835	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030836	030836	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030837	030837	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030838	030838	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030839	030839	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030840	030840	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030841	030841	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030842	030842	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030843	030843	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030844	030844	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030845	030845	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030846	030846	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030847	030847	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030848	030848	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030849	030849	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030850	030850	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030851	030851	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030852	030852	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030853	030853	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030854	030854	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030855	030855	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
1	NAHX030856	030856	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAHX030857	030857	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030858	030858	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030859	030859	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030860	030860	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030861	030861	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030862	030862	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030863	030863	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030864	030864	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030865	030865	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030866	030866	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030867	030867	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030868	030868	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030869	030869	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030870	030870	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030871	030871	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030872	030872	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030873	030873	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030874	030874	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030875	030875	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030876	030876	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030877	030877	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030878	030878	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030879	030879	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030880	030880	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030881	030881	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030882	030882	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030883	030883	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030884	030884	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030885	030885	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030886	030886	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030887	030887	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030888	030888	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00
1	NAHX030889	030889	HOPPER GRAV 70 TON UP TO 2100	\$10,540.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

	NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
	1	NAHX030890	030890	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030891	030891	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030892	030892	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030894	030894	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
NAHX	1	NAHX030895	030895	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030896	030896	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030897	030897	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030898	030898	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
	1	NAHX030899	030899	HOPPER GRAV 70 TON UP TO 2100	\$10,640.00
SUBTOTAL	196				\$2,095,440.00
	1	AESX008253	021504	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
	1	AESX008263	021509	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
	1	AESX008270	022168	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
	1	AESX008279	021337	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
AESX	1	AESX008282	021508	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
	1	AESX008284	021541	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
	1	AESX008299	021535	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
	1	AESX008401	021405	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
	1	AESX008403	021339	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
	1	AESX008409	021496	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
	1	AESX008410	021511	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
	1	AESX022171	022171	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
	1	AESX022385	022385	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
	1	AESX024830	024830	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
	1	NATX021001	021001	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
	1	NATX021054	021054	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
NATX	1	NATX021092	021092	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
	1	NATX021105	021105	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
	1	NATX021126	021126	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
	1	NATX021131	021131	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
	1	NATX021155	021155	TANK IC,I 16500-21499 GAL NP	\$11,420.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

PAT X

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NATX021160	021160	TANK IC, I 18500-24499 GAL NP	\$11,420.00
1	NATX021168	021168	TANK IC, I 18500-24499 GAL NP	\$11,420.00
1	NATX021170	021170	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX021172	021172	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX021229	021229	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX021233	021233	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX021234	021234	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX021235	021235	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX021241	021241	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX021244	021244	TANK IC, I 18500-24499 GAL NP	\$11,420.00
1	NATX021290	021290	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX021295	021295	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX021347	021347	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX021371	021371	TANK IC, I 18500-24499 GAL NP	\$11,420.00
1	NATX021397	021397	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX021422	021422	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX021429	021429	TANK IC, I 18500-24499 GAL NP	\$11,420.00
1	NATX021467	021467	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX021478	021478	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX021490	021490	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX021533	021533	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX021555	021555	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX021558	021558	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX021623	021623	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX021659	021659	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX021663	021663	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX021669	021669	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX021681	021681	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX021753	021753	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX021921	021921	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX022129	022129	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX022130	022130	TANK IC, NI 16500-21499 GAL NP	\$11,420.00
1	NATX022140	022140	TANK IC, NI 16500-21499 GAL NP	\$11,420.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NATX022149	022149	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022152	022152	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022153	022153	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022160	022160	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022163	022163	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022165	022165	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022206	022206	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022210	022210	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022211	022211	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022212	022212	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022216	022216	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022314	022314	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022327	022327	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022328	022328	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022329	022329	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022335	022335	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022340	022340	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022381	022381	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022398	022398	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022399	022399	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022404	022404	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022405	022405	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022410	022410	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022411	022411	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022414	022414	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022415	022415	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022440	022440	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022463	022463	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022620	022620	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022621	022621	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022642	022642	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022643	022643	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022724	022724	TANK IC,NI 16500-21499 GAL NP	\$11,420.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NATX

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NATX022725	022725	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022726	022726	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022729	022729	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022730	022730	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022731	022731	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022733	022733	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022734	022734	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022736	022736	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022737	022737	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022738	022738	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022739	022739	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022740	022740	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022741	022741	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022742	022742	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022840	022840	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022841	022841	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022849	022849	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022850	022850	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022851	022851	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022852	022852	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022853	022853	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022854	022854	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022855	022855	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022856	022856	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022857	022857	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022858	022858	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022859	022859	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022863	022863	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022866	022866	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022867	022867	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX022874	022874	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX024815	024815	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX024821	024821	TANK IC,NI 16500-21499 GAL NP	\$11,420.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NATX024824	024824	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX071029	071029	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX071077	071077	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX071093	071093	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX071112	071112	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX071116	071116	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX071606	071606	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX071723	071723	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX071724	071724	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX071725	071725	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX071732	071732	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX071745	071745	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX071746	071746	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX071765	071765	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NATX071767	071767	TANK IC,NI 16500-21499 GAL NP	\$11,420.00
1	NCTX023900	023900	TANK MULTI-CMP OR SPECIALTY	\$11,420.00
1	NCTX023902	023902	TANK MULTI-CMP OR SPECIALTY	\$11,420.00
1	NCTX023903	023903	TANK MULTI-CMP OR SPECIALTY	\$11,420.00
1	NCTX023904	023904	TANK MULTI-CMP OR SPECIALTY	\$11,420.00
1	NCTX023905	023905	TANK MULTI-CMP OR SPECIALTY	\$11,420.00
1	NCTX023906	023906	TANK MULTI-CMP OR SPECIALTY	\$11,420.00
1	NCTX023907	023907	TANK MULTI-CMP OR SPECIALTY	\$11,420.00
1	NCTX023909	023909	TANK MULTI-CMP OR SPECIALTY	\$11,420.00
1	NCTX023910	023910	TANK MULTI-CMP OR SPECIALTY	\$11,420.00
1	NCTX023912	023912	TANK MULTI-CMP OR SPECIALTY	\$11,420.00
1	NCTX023913	023913	TANK MULTI-CMP OR SPECIALTY	\$11,420.00
1	NCTX023914	023914	TANK MULTI-CMP OR SPECIALTY	\$11,420.00
1	NCTX023915	023915	TANK MULTI-CMP OR SPECIALTY	\$11,420.00
1	NCTX023916	023916	TANK MULTI-CMP OR SPECIALTY	\$11,420.00
1	NCTX023917	023917	TANK MULTI-CMP OR SPECIALTY	\$11,420.00
1	NCTX023919	023919	TANK MULTI-CMP OR SPECIALTY	\$11,420.00
1	NCTX023920	023920	TANK MULTI-CMP OR SPECIALTY	\$11,420.00
1	NCTX023921	023921	TANK MULTI-CMP OR SPECIALTY	\$11,420.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NCT1023922	023922	TANK MULTI-CMP OR SPECIALTY	\$11,420.00
1	NCT1023923	023923	TANK MULTI-CMP OR SPECIALTY	\$11,420.00
1	NCT1023924	023924	TANK MULTI-CMP OR SPECIALTY	\$11,420.00
1	NCT1023940	023940	TANK MULTI-CMP OR SPECIALTY	\$11,420.00
SUBTOTAL	157			\$1,792,940.00
1	NAHX041669	051430	HOPPER GRAV 100 TON 3300-3599	\$11,541.00
1	NAHX041690	051324	HOPPER GRAV 100 TON 3300-3599	\$11,541.00
1	NAHX041694	090026	HOPPER GRAV 100 TON 3300-3599	\$11,541.00
1	NAHX041695	028053	HOPPER GRAV 100 TON 3300-3599	\$11,541.00
1	NAHX041696	051547	HOPPER GRAV 100 TON 3300-3599	\$11,541.00
1	NAHX050150	050150	HOPPER NON SPECIFIED	\$11,541.00
1	NAHX050159	050159	HOPPER GRAV 100 TON 4700-4899	\$11,541.00
1	NAHX051960	051960	HOPPER GRAV 100 TON 3300-3599	\$11,541.00
1	NAHX051982	051982	HOPPER GRAV 100 TON 3300-3599	\$11,541.00
1	NAHX051983	051983	HOPPER GRAV 100 TON 3300-3599	\$11,541.00
1	NAHX051984	051984	HOPPER GRAV 100 TON 3300-3599	\$11,541.00
1	NAHX051917	051917	HOPPER GRAV 100 TON 3300-3599	\$11,541.00
1	NAHX051933	051933	HOPPER GRAV 100 TON 3300-3599	\$11,541.00
1	NAHX051934	051934	HOPPER GRAV 100 TON 3300-3599	\$11,541.00
1	NAHX052447	052447	HOPPER PNEUM 70 TON 3300-3599	\$11,541.00
1	NAHX052448	052448	HOPPER PNEUM 70 TON 3300-3599	\$11,541.00
1	NAHX007913	007913	HOPPER GRAV 70 TON 3300-3599	\$11,541.00
1	NAHX007976	007976	HOPPER NON SPECIFIED	\$11,541.00
1	NAHX007978	007978	HOPPER GRAV 70 TON 2900-3299	\$11,541.00
1	NAHX007981	007981	HOPPER GRAV 70 TON 2900-3299	\$11,541.00
1	NAHX007982	007982	HOPPER GRAV 70 TON 2600-3299	\$11,541.00
1	NAHX007986	007986	HOPPER GRAV 70 TON 2800-3299	\$11,541.00
1	NAHX007989	007989	HOPPER GRAV 70 TON 2900-3299	\$11,541.00
SUBTOTAL	33			\$257,743.00

NAHX

NAHX

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

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33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAHX044201	044201	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044204	044204	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044207	044207	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044209	044209	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044210	044210	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044213	044213	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044219	044219	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044221	044221	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044225	044225	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044226	044226	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044228	044228	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044229	044229	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044230	044230	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044232	044232	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044233	044233	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044234	044234	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044238	044238	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044243	044243	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044255	044255	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044256	044256	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044264	044264	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044269	044269	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044274	044274	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044275	044275	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044285	044285	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044286	044286	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044287	044287	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044292	044292	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044293	044293	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044294	044294	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044298	044298	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044300	044300	HOPRT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044304	044304	HOPRT GRAV 100 TON 4300-4499	\$11,990.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAHX044306	044306	HOPPERT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044307	044307	HOPPERT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044308	044308	HOPPERT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044310	044310	HOPPERT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044315	044315	HOPPERT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044323	044323	HOPPERT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044325	044325	HOPPERT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044326	044326	HOPPERT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044330	044330	HOPPERT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044333	044333	HOPPERT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044337	044337	HOPPERT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044343	044343	HOPPERT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044345	044345	HOPPERT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044346	044346	HOPPERT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044348	044348	HOPPERT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044349	044349	HOPPERT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX044543	044543	HOPPERT GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX046703	046703	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX046735	046735	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX046736	046736	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX046744	046744	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX046755	046755	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX046769	046769	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047400	047400	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047401	047401	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047404	047404	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047407	047407	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047411	047411	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047412	047412	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047414	047414	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047415	047415	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047416	047416	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047417	047417	HOPPER GRAV 100 TON 4700-4899	\$11,990.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAHX047418	047418	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047420	047420	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047421	047421	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047423	047423	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047424	047424	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047427	047427	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047433	047433	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047435	047435	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047436	047436	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047438	047438	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047439	047439	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047442	047442	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047443	047443	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047444	047444	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047446	047446	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047447	047447	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047448	047448	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX047449	047449	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX049350	049350	HOPPER GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX049363	049363	HOPPER GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX049746	049746	HOPPER GRAV 100 TON 4300-4499	\$11,990.00
1	NAHX049157	049157	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX049254	049254	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX049281	049281	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX049315	049315	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX049424	049424	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX049466	049466	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX049477	049477	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX049488	049488	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX050433	050433	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX050437	050437	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX050438	050438	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX050439	050439	HOPPER GRAV 100 TON 4700-4899	\$11,990.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAHX050476	050476	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX050483	050483	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX050491	050491	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX050497	050497	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX050782	050782	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX050783	050783	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX050789	050789	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX050791	050791	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX050792	050792	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX050795	050795	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX050796	050796	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX050799	050799	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX050953	050953	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX053716	053716	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX054765	054765	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX054788	054788	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX056638	056638	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX056657	056657	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX056665	056665	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX056671	056671	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX475064	475064	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX475123	475123	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX475164	475164	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX475198	475198	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX475232	475232	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX475241	475241	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX475246	475246	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX476173	476173	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX476193	476193	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX476206	476206	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX476211	476211	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX476354	476354	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX476391	476391	HOPPER GRAV 100 TON 4700-4899	\$11,990.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAHX476392	476392	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX476396	476396	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX476398	476398	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX476408	476408	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
1	NAHX477224	477224	HOPPER GRAV 100 TON 4700-4899	\$11,990.00
SUBTOTAL	137			\$1,647,630.00
1	NAHX035502	035502	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035503	035503	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035505	035505	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035507	035507	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035508	035508	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035510	035510	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035511	035511	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035512	035512	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035514	035514	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035515	035515	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035516	035516	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035517	035517	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035519	035519	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035520	035520	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035521	035521	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035522	035522	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035525	035525	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035526	035526	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035527	035527	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035528	035528	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035544	035544	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035545	035545	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035546	035546	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035549	035549	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035551	035551	HOPPER GRAV 100 TON 2800-3299	\$12,000.00

NAHX

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.,
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAHX035554	035554	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035556	035556	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035559	035559	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035561	035561	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035563	035563	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035566	035566	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035568	035568	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035569	035569	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035582	035582	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035583	035583	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035584	035584	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035600	035600	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035616	035616	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035631	035631	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035632	035632	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035820	035820	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035821	035821	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035822	035822	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035823	035823	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035824	035824	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035825	035825	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035826	035826	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035827	035827	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035828	035828	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035829	035829	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035830	035830	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035831	035831	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035832	035832	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035833	035833	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035834	035834	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035835	035835	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035836	035836	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
1	NAHX035837	035837	HOPPER GRAV 100 TON 2800-3299	\$12,000.00

SCHEDULE A-1 TO THE RAILCAR PURCHASE AGREEMENT

ORIGINAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

	NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
	1	NAHX015938	035832	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
	1	NAHX035839	035839	HOPPER GRAV 100 TON 2800-3299	\$12,000.00
	1	NAXX007917	007917	HOPPER GRAV 70 TON 3300-3599	\$12,000.00
SUBTOTAL	61				\$32,000.00
	1	NAHX092977	092977	HOPPER PD 100 TON UP TO 3299	\$27,392.00
	1	NAHX092998	092998	HOPPER PD 100 TON UP TO 3299	\$27,392.00
	1	NAHX093012	093012	HOPPER PD 100 TON UP TO 3299	\$27,392.00
	1	NAHX093013	093013	HOPPER PD 100 TON UP TO 3299	\$27,392.00
	1	NAHX093213	093213	HOPPER PD 100 TON UP TO 3299	\$27,392.00
	1	NAHX093216	093216	HOPPER PD 100 TON UP TO 3299	\$27,392.00
	1	NAHX093217	093217	HOPPER PD 100 TON UP TO 3299	\$27,392.00
	1	NAHX093218	093218	HOPPER PD 100 TON UP TO 3299	\$27,392.00
	1	NAHX093359	093359	HOPPER PD 100 TON UP TO 3299	\$27,392.00
	1	NAHX093412	093412	HOPPER PD 100 TON UP TO 3299	\$27,392.00
	1	NAHX093452	093452	HOPPER PD 100 TON UP TO 3299	\$27,392.00
	1	NAHX093686	093686	HOPPER PD 100 TON UP TO 3299	\$27,392.00
	1	NAHX093687	093687	HOPPER PD 100 TON UP TO 3299	\$27,392.00
	1	NAHX093839	093839	HOPPER PD 100 TON UP TO 3299	\$27,392.00
	1	NAHX093901	093901	HOPPER PD 100 TON UP TO 3299	\$27,392.00
	1	NAHX093929	093929	HOPPER PD 100 TON UP TO 3299	\$27,392.00
	1	NAHX094006	094006	HOPPER PD 100 TON UP TO 3299	\$27,392.00
	1	NAHX094007	094007	HOPPER PD 100 TON UP TO 3299	\$27,392.00
	1	NAHX094077	094077	HOPPER PD 100 TON UP TO 3299	\$27,392.00
	1	NAHX094078	094078	HOPPER PD 100 TON UP TO 3299	\$27,392.00
	1	NAHX094079	094079	HOPPER PD 100 TON UP TO 3299	\$27,392.00
	1	NAHX094080	094080	HOPPER PD 100 TON UP TO 3299	\$27,392.00
SUBTOTAL	22				\$62,424.00

GRAND TOTAL 1846

\$8,916,777

SCHEDULE A-2 TO THE RAILCAR PURCHASE AGREEMENT
SUPPLEMENTAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
 33 W. MONROE
 CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
 EJERCITO NACIONAL 579-1
 MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAHX455301	455301	HOPPER GRAV 100 TON 4500-4699	\$12,000.00
1	NAHX455303	455303	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455305	455305	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455306	455306	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455307	455307	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455310	455310	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455311	455311	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455315	455315	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455316	455316	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455317	455317	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455318	455318	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455319	455319	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455320	455320	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455321	455321	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455323	455323	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455325	455325	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455327	455327	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455328	455328	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455330	455330	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455331	455331	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455332	455332	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455333	455333	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455334	455334	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455336	455336	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455337	455337	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455338	455338	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455340	455340	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455341	455341	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455342	455342	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455343	455343	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455344	455344	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455345	455345	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455347	455347	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455348	455348	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455350	455350	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455352	455352	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455353	455353	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455354	455354	HOPPER GRAV 100 TON 4500-4699	12,000.00

SCHEDULE A-2 TO THE RAILCAR PURCHASE AGREEMENT

SUPPLEMENTAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAHX455355	455355	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455356	455356	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455357	455357	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455358	455358	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455359	455359	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455360	455360	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455361	455361	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455362	455362	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455363	455363	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455364	455364	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455365	455365	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455366	455366	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455367	455367	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455368	455368	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455370	455370	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455371	455371	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455373	455373	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455374	455374	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455376	455376	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455377	455377	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455379	455379	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455380	455380	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455385	455385	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455386	455386	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455387	455387	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455388	455388	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455389	455389	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455390	455390	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455395	455395	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455397	455397	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX455398	455398	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465200	465200	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465202	465202	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465203	465203	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465204	465204	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465207	465207	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465208	465208	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465209	465209	HOPPER GRAV 100 TON 4500-4699	12,000.00

SCHEDULE A-2 TO THE RAILCAR PURCHASE AGREEMENT

SUPPLEMENTAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAHX465210	465210	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465212	465212	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465213	465213	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465214	465214	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465215	465215	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465217	465217	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465219	465219	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465225	465225	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465229	465229	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465232	465232	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465233	465233	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465235	465235	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465238	465238	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465239	465239	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465240	465240	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465241	465241	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465244	465244	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465247	465247	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465248	465248	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465250	465250	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465255	465255	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465256	465256	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465257	465257	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465258	465258	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465261	465261	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465262	465262	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465264	465264	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465265	465265	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465266	465266	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465268	465268	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465269	465269	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465271	465271	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465272	465272	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465273	465273	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465274	465274	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465275	465275	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465276	465276	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465279	465279	HOPPER GRAV 100 TON 4500-4699	12,000.00

SCHEDULE A-2 TO THE RAILCAR PURCHASE AGREEMENT

SUPPLEMENTAL RAILCARS

SELLER: NORTH AMERICAN CAR CORPORATION
33 W. MONROE
CHICAGO, ILLINOIS 60603

PURCHASER: ENDASA, S.A. DE C.V.
EJERCITO NACIONAL 579-1
MEXICO, D. F. 11520

NUMBER OF CARS	CAR NUMBER	SERIAL NUMBER	GENERAL DESCRIPTION	SALE PRICE
1	NAHX465280	465280	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465281	465281	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465282	465282	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465283	465283	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465284	465284	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465286	465286	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465287	465287	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465290	465290	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465291	465291	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465295	465295	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465296	465296	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465297	465297	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465298	465298	HOPPER GRAV 100 TON 4500-4699	12,000.00
1	NAHX465299	465299	HOPPER GRAV 100 TON 4500-4699	12,000.00
TOTAL	128			\$1,536,000.00

Schedule B

H. Burgos
J. Caso
J. Carral Cuevas
G. Cortina
J. Creixel
M. Cuevas de Carral
E. Decou de Beteta
J. Detmold
I. Gonzalez Noble
E. Legorreta
J. C. Lopez Pardo
C. Perez Verdia
E. Rubio
A. Tapia Mancilla

Schedule C

List of Railcars subject to leases with North American Car Corporation that will not be cancelled by this Agreement:

NATX	25460
	25472
	25482
	76780
	76782
	76799
	77206
	77207
	77208
	77209
	77210
	77297
	77299
	77300
	78198
	78220
	78249
	78495
	78496
NAHX	030443

Schedule D

FERROCARRILES NACIONALES DE MEXICO

FERROCARRIL DEL PACIFICO

FERROCARRILES UNIDOS DEL SURESTE

FERROCARRIL SONORA BAJA CALIFORNIA

FERROCARRIL CHIHUAHUA AL PACIFICO

BROWNSVILLE AND RIO GRANDE INTERNATIONAL RAILROAD